HOUSE OF REPRESENTATIVES.

THURSDAY, *July 11, 1912.*

The House met at 12 o'clock noon.

The Chaplain, Rev. Henry N. Couden, D. D., offered the following prayer:

Infinite and eternal Spirit, above all, through all, and in us all, make us susceptible to Thy holy influence that under the trying weather conditions and untoward circumstances which may arise, we may subdue our passions, control our will, and exercise all patience and forbearance; that we may do our work with credit to ourselves and reflect glory and honor upon our Maker. In the spirit of the Lord Jesus Christ. Amen.

The Journal of the proceedings of yesterday was read and approved.

STEAMER "DAMARA."

Mr. POST. Mr. Speaker, I ask that the Speaker lay before the House the bill (S. 7015) to provide American registry for the steamer *Damara*.

The SPEAKER. The gentleman from Ohio asks to take from the Speaker's table the bill S. 7015, which the Clerk will report.

The Clerk read as follows:

A bill (S. 7015) to provide American registry for the steamer Damara.

The SPEAKER. Is it a Senate bill?

Mr. POST. It is a Senate bill which has passed the Senate, and a like bill has been reported by the Committee on the Merchant Marine and Fisheries of the House.

The SPEAKER. The gentleman from Ohio [Mr. POST] states that this is a Senate bill, and that a bill exactly like it has been reported from the Committee on the Merchant Marine and Fisheries of the House. The Chair makes that statement so that the Members can understand. What motion has the gentleman to make?

Mr. POST. Mr. Speaker, I ask unanimous consent for the present consideration of the bill.

The SPEAKER. The gentleman from Ohio asks unanimous consent for the present consideration of the bill. Is there objection?

Mr. MANN. Under the rule, of course, it is laid before the House for consideration and does not require unanimous consent.

The SPEAKER. The bill is laid before the House for consideration.

Mr. MANN. I suppose it will have to be read.

The SPEAKER. The Clerk will report the bill.

Mr. CLAYTON. Mr. Speaker, I suppose this will not displace the bill that was to be considered at this time to-day.

The SPEAKER. Oh, no. The gentleman from Ohio [Mr. POST] is ill, and has been ill, and he wanted to get the matter disposed of.

Mr. CLAYTON. I have no disposition to object.

The SPEAKER. The Chair understands. The Clerk will report the bill.

The Clerk read as follows:

A bill (S. 7015) to provide American registry for the steamer Damara.

Be it enacted, etc., That the Commissioner of Navigation is hereby authorized and directed to cause the steamer Damara, rebuilt at San Francisco, Cal., from the wreck of the British steamer Damara, wrecked in the harbor of San Francisco and abandoned by her owners as a total wreck, to be registered as a vessel of the United States, whenever it shall be shown to the Commissioner of Navigation that the cost of rebuilding said vessel in the United States amounted to three times the actual cost of said wreck and that the vessel is wholly owned by citizens of the United States.

Mr. MANN. Mr. Speaker, I do not desire to consume the time of the House with this bill owing to the other matters that are coming up. Personally, I favor the passage of the bill. I telephoned to the gentleman from Washington [Mr. HUMPHREY] and the gentleman from Massachusetts [Mr. GREENE], who have heretofore objected to unanimous consent for the consideration of the House bill, but forgot to telephone to the gentleman from California [Mr. KAHN], who favors the passage of the bill. As none of them is present, I do not see what I can do except to call the attention of the House to that situation.

The SPEAKER. The question is on the third reading of the bill.

The bill was read a third time.

Mr. MANN. I see the gentleman from Massachusetts [Mr. GREENE] is here, and I would like to call his attention to the fact that the Speaker has placed before the House for consideration, in accordance with the rules of the House, Senate bill 7015, to provide American registry for the steamer *Damara*, being the same as the bill H. R. 22907, now on the House Calendar and pending before the House. If the gentleman desires to be heard on it, doubtless he can be heard now.

Mr. GREENE of Massachusetts. Mr. Speaker, I objected to the bill when it came up for unanimous consent, because I thought there ought to be some consideration of the bill.

The SPEAKER. The Chair will state to the gentleman from Massachusetts that it had passed the stage of objection, and the next thing to do with the bill is to vote on it.

Mr. GREENE of Massachusetts. Very well.

The SPEAKER. The question is on the passage of the bill.

The bill was passed.

Mr. POST. Mr. Speaker, I move to lay the bill H. R. 22907, of similar import, on the table.

The motion was agreed to.

On motion of Mr. UNDERWOOD, a motion to reconsider the vote by which the bill was passed was laid on the table.

PROCEDURE IN CONTEMPT CASES.

The SPEAKER. The gentleman from Alabama [Mr. CLAYTON] is recognized. The Clerk will report by title the bill in relation to procedure in contempt cases.

The Clerk read as follows:

A bill (H. R. 22591) to amend an act entitled "An act to codify, revise, and amend the laws relating to the judiciary," approved March 3, 1911.

The SPEAKER. The Chair will state that when the bill was under consideration on Tuesday a substitute was pending under the rule.

Mr. CLAYTON. That is correct. The gentleman from Illinois [Mr. STERLING], my associate on the committee, had a substitute.

The SPEAKER. Does the gentleman from Illinois desire to offer the substitute?

Mr. STERLING. Yes. I think I offered it the other day. I offer a substitute.

The SPEAKER. Has it already been read?

Mr. STERLING. Yes; it has been read.

The SPEAKER. The question is on the adoption of the substitute.

The question was taken, and the substitute was rejected.

The SPEAKER. The question is on the engrossment and third reading of the bill.

The question was taken, and the bill was ordered to be engrossed and read a third time.

The SPEAKER. The question now is on the passage of the bill.

The question was taken.

Mr. MANN. Mr. Speaker, I make the point of order that there is no quorum present.

The SPEAKER. The Chair will count. [After counting.] One hundred and twenty-three Members are present—not a quorum. The Doorkeeper will close the doors, the Sergeant at Arms will notify absentees, and the Clerk will call the roll. On this roll call those in favor of passing this bill will answer "yea" and those opposed "nay."

The question was taken; and there were—yeas 234, nays 18, answered "present" 10, not voting 127, as follows:

YEAS—234.

Aiken, S. C.	Collier	Garner	Kinkaid, Nebr.
Ainey	Connell	George	Kitchin
Akin, N. Y.	Conry	Godwin, N. C.	Konig
Alexander	Cooper	Good	Konop
Allen	Copley	Goodwin, Ark.	Korbly
Anderson, Minn.	Covington	Gould	Lafferty
Anderson, Ohio	Cox, Ind.	Gray	La Follette
Ansberry	Cravens	Green, Iowa	Lamb
Austin	Crumpacker	Greene, Mass.	Langley
Ayres	Cullop	Gregg, Pa.	Lawrence
Barchfeld	Curley	Gregg, Tex.	Lee, Ga.
Barnhart	Curry	Gudger	Lee, Pa.
Bartholdt	Davenport	Hamill	Lenroot
Bathrick	Davis, Minn.	Hamilton, W. Va.	Lever
Beall, Tex.	Dent	Hamlin	Levy
Bell, Ga.	Denver	Hammond	Lewis
Berger	Dickinson	Hardy	Linthicum
Blackmon	Dickson, Miss.	Harrison, Miss.	Littlepage
Booher	Difenderfer	Hartman	Lloyd
Borland	Dixon, Ind.	Hawley	Lobeck
Bowman	Donohoe	Hay	Longworth
Brantley	Doughton	Hayden	McDermott
Brown	Driscoll, D. A.	Heflin	McGillicuddy
Buchanan	Dupré	Helgesen	McKellar
Bulkley	Edwards	Henry, Tex.	McKenzie
Burgess	Esch	Hensley	McKinley
Burke, S. Dak.	Estopinal	Hobson	McKinney
Burke, Wis.	Faison	Holland	Maguire, Nebr.
Burleson	Farr	Houston	Martin, Colo.
Burnett	Fergusson	Howard	Matthews
Butler	Fields	Hughes, Ga.	Mays
Byrns, Tenn.	Floyd, Ark.	Hughes, N. J.	Miller
Calder	Foss	Hull	Mondell
Campbell	Foster	Jacoway	Moon, Tenn.
Candler	Fowler	James	Morgan
Carlin	Francis	Johnson, Ky.	Morrison
Catlin	French	Jones	Moss, Ind.
Clark, Fla.	Fuller	Kendall	Mott
Clayton	Gallagher	Kennedy	Murray
Cline	Gardner, Mass.	Kent	Neeley

Norris	Reilly	Smith, J. M. C.	Tuttle
Oldfield	Richardson	Smith, Saml. W.	Underhill
Padgett	Roberts, Mass.	Smith, Tex.	Underwood
Page	Robinson	Speer	Warburton
Parran	Roddenbery	Stanley	Watkins
Patton, Pa.	Rodenberg	Stedman	Webb
Pepper	Rothermel	Stephens, Cal.	Wedemeyer
Peters	Rouse	Stephens, Miss.	Whitacre
Pickett	Rubey	Stone	White
Post	Rucker, Colo.	Sulloway	Willis
Pou	Sabath	Sulzer	Wilson, Ill.
Pray	Saunders	Sweet	Wilson, N. Y.
Prince	Sells	Switzer	Wilson, Pa.
Prouty	Sherwood	Taggart	Witherspoon
Rainey	Sims	Talbott, Md.	Wood, N. J.
Raker	Sisson	Talcott, N. Y.	Woods, Iowa
Ransdell, La.	Slayden	Taylor, Colo.	Young, Kans.
Rauch	Sloan	Tribble	
Redfield	Small	Turnbull	

NAYS—18.

Cannon	Harris	Madden	Tilson
Dalzell	Howell	Mann	Utter
Danforth	Howland	Moore, Pa.	Weeks
Dodds	Langham	Payne	
Griest	McCreary	Sterling	

ANSWERED "PRESENT"—10.

Adamson	Fairchild	Kahn	Sparkman
Browning	Hill	Rucker, Mo.	
Dwight	Johnson, S. C.	Slemp	

NOT VOTING—127.

Adair	Finley	Kopp	Rees
Ames	Fitzgerald	Lafean	Reyburn
Andrus	Flood, Va.	Legare	Riordan
Anthony	Focht	Lindbergh	Roberts, Nev.
Ashbrook	Fordney	Lindsay	Russell
Bartlett	Fornes	Littleton	Scully
Bates	Gardner, N. J.	Loud	Shackleford
Boehne	Garrett	McCall	Sharp
Bradley	Gillett	McCoy	Sheppard
Broussard	Glass	McGuire, Okla.	Sherley
Burke, Pa.	Goeke	McHenry	Simmons
Byrnes, S. C.	Goldfogle	McLaughlin	Smith, Cal.
Callaway	Graham	McMorran	Smith, N. Y.
Cantrill	Guernsey	Macon	Stack
Carter	Hamilton, Mich.	Maher	Steenerson
Cary	Hanna	Martin, S. Dak.	Stephens, Nebr.
Claypool	Hardwick	Moon, Pa.	Stephens, Tex.
Cox, Ohio	Harrison, N. Y.	Moore, Tex.	Stevens, Minn.
Crago	Haugen	Morse, Wis.	Taylor, Ala.
Currier	Hayes	Murdock	Taylor, Ohio
Daugherty	Heald	Needham	Thayer
Davidson	Helm	Nelson	Thistlewood
Davis, W. Va.	Henry, Conn.	Nye	Thomas
De Forest	Higgins	Olmsted	Towner
Dies	Hinds	O'Shaunessy	Townsend
Doremus	Hughes, W. Va.	Palmer	Vare
Draper	Humphrey, Wash.	Patten, N. Y.	Volstead
Driscoll, M. E.	Humphreys, Miss.	Plumley	Vreeland
Dyer	Jackson	Porter	Wilder
Ellerbe	Kindred	Powers	Young, Mich.
Evans	Kinkead, N. J.	Pujo	Young, Tex.
Ferris	Knowland	Randell, Tex.	

So the bill was passed.

The Clerk announced the following pairs:

For the session:

Mr. ADAMSON with Mr. STEVENS of Minnesota.

Mr. RIORDAN with Mr. ANDRUS.

Mr. GLASS with Mr. SLEMP.

Mr. FORNES with Mr. BRADLEY.

Until further notice:

Mr. HUMPHREYS of Mississippi with Mr. ROBERTS of Nevada.

Mr. CLAYPOOL with Mr. REYBURN.

Mr. YOUNG of Texas with Mr. PORTER.

Mr. TOWNSEND with Mr. MCCALL.

Mr. DAVIS of West Virginia with Mr. OLMSTED.

Mr. STEPHENS of Texas with Mr. MOON of Pennsylvania.

Mr. SMITH of New York with Mr. MARTIN of South Dakota.

Mr. SHERLEY with Mr. MCLAUGHLIN.

Mr. RUSSELL with Mr. MCGUIRE of Oklahoma.

Mr. GOLDFOGLE with Mr. HENRY of Connecticut.

Mr. MOORE of Texas with Mr. HANNA.

Mr. KINDRED with Mr. GUERNSEY.

Mr. HARRISON of New York with Mr. HAMILTON of Michigan.

Mr. FITZGERALD with Mr. FOCHT.

Mr. O'SHAUNESSY with Mr. DE FOREST.

Mr. MCCOY with Mr. KOPP.

Mr. RUCKER of Missouri with Mr. DYER.

Mr. GOEKE with Mr. HEALD.

Mr. SPARKMAN with Mr. DAVIDSON.

Mr. PATTEN of New York with Mr. SIMMONS.

Mr. CARTER with Mr. KAHN.

Mr. SHEPPARD with Mr. BATES.

Mr. GARRETT with Mr. FORDNEY.

Mr. PUJO with Mr. MCMORRAN.

Mr. HARDWICK with Mr. CAMPBELL.

Mr. LITTLETON with Mr. DWIGHT.

Mr. LEGARE with Mr. LOUD.

Mr. FINLEY with Mr. CURRIER.

Mr. JOHNSON of South Carolina with Mr. GILLETT.

Mr. SCULLY with Mr. BROWNING.

Mr. FLOOD of Virginia with Mr. LAFEAN.

Mr. ELLERBE with Mr. CRAGO.

Mr. RANDELL of Texas with Mr. SMITH of California.

Mr. GRAHAM with Mr. VARE.

Mr. DIES with Mr. FAIRCHILD.

Mr. BOEHNE with Mr. GARDNER of New Jersey.

Mr. CALLAWAY with Mr. WILDER.

Mr. DAUGHERTY with Mr. DRAPER.

Mr. ADAIR with Mr. HINDS.

Mr. TAYLOR of Alabama with Mr. NEEDHAM.

Mr. PALMER with Mr. HILL (with mutual privilege of transfer).

Until August 1:

Mr. Cox of Ohio with Mr. ANTHONY.

From June 28 for two weeks:

Mr. BYRNES of South Carolina with Mr. PLUMLEY.

Mr. ADAMSON. Mr. Speaker, I voted aye, but I find that the gentleman from Minnesota, Mr. STEVENS, with whom I am paired, has not voted, and I desire therefore to withdraw my vote and to be recorded present.

Mr. RUCKER of Missouri. Mr. Speaker, did the gentleman from Missouri, Mr. DYER, vote?

The SPEAKER. He did not.

Mr. RUCKER of Missouri. I am paired with my colleague, Mr. DYER, and therefore I desire to withdraw my affirmative vote and to vote present.

Mr. BUTLER. Mr. Speaker, I have a general pair with the gentleman from Georgia, Mr. BARTLETT, which I always keep faithfully, but the gentleman has instructed me on this vote and therefore I have voted. If the gentleman from Georgia [Mr. BARTLETT] were here he would have voted for this bill, as I do.

Mr. CAMPBELL. Mr. Speaker, I have a general pair with the gentleman from Georgia, Mr. HARDWICK. He informs me that upon this bill he would vote aye. I therefore will permit my affirmative vote to stand, knowing that the gentleman from Georgia [Mr. HARDWICK] would also have voted in the affirmative if he were here.

The SPEAKER. The Chair will take occasion to state to the House that the Speaker has nothing to do with the pairs. They are private arrangements between Members.

On this vote the yeas are 234, nays 18, present 10. The bill is passed. A quorum is present. The Doorkeeper will open the doors.

LEAVE TO EXTEND REMARKS.

Mr. MOORE of Pennsylvania. Mr. Speaker, I ask unanimous consent to extend my remarks in the RECORD on the contempt bill.

The SPEAKER. The gentleman from Pennsylvania asks unanimous consent to extend his remarks in the RECORD. Is there objection?

There was no objection.

LEAVE TO PRINT.

Mr. CLAYTON. Mr. Speaker, I ask unanimous consent that the members of the Committee on the Judiciary may be allowed to extend their remarks on the contempt bill, and also I include in that request such Members as made speeches on the bill, as well as the members of the committee who did not make speeches on the bill.

The SPEAKER. The gentleman from Alabama asks unanimous consent that the members of the Judiciary Committee, as well as all gentlemen who spoke on the contempt bill, be permitted to extend remarks in the RECORD on that bill.

Mr. MANN. For five days.

The SPEAKER. For five legislative days. Is there objection?

There was no objection.

PENSIONS.

Mr. RICHARDSON. Mr. Speaker, I call attention to the concurrent resolution which I send to the Clerk's desk, and ask that it be read.

The SPEAKER. The Clerk will report the resolution.

The Clerk read as follows:

House concurrent resolution.

Resolved by the House of Representatives (the Senate concurring), That the Clerk be directed, in the enrollment of the bill (H. R. 23515) entitled "An act granting pensions and increase of pensions to certain soldiers and sailors of the Regular Army and Navy, and certain soldiers and sailors of wars other than the Civil War, and to widows of dependent relatives of such soldiers and sailors," to strike out the word "of," where it first appears in the fourth line of the title to said bill, and insert in lieu thereof the word "and."

Mr. MANN. Mr. Speaker, I know what this case is. This is the bill we recalled from the President the other day. Has the

signature of the Speaker to the enrolled bill been canceled or has there been any authorization to that effect?

The SPEAKER. The Chair will state that the signature of the Speaker and the signature of the President pro tempore of the Senate have not been canceled on that bill, and the Chair knows of no authorization to do it.

Mr. MANN. My recollection is that in a case of that sort there is a resolution authorizing the cancellation of the signatures and the enrollment.

Mr. RICHARDSON. It is to allow the Clerk to insert the word "and" instead of the word "of."

Mr. MANN. I understand the purpose, but the bill has already been enrolled and that enrollment ought to be canceled, I think.

The SPEAKER. The Chair thinks so, too, and after this resolution is passed the Chair will entertain a motion.

Mr. MANN. I do not know whether it would require a resolution or not.

The SPEAKER. The Chair will ask the gentleman from Illinois if he remembers whether or not the resolution recalling this bill authorized the Speaker and the President pro tempore of the Senate to cancel their signatures?

Mr. MANN. My recollection is that it does not.

Mr. RICHARDSON. It does not.

The SPEAKER. If it does not, it will take a concurrent resolution to do it, in the judgment of the Chair.

Mr. MANN. I think perhaps the gentleman from Alabama had better withhold his resolution until the engrossing clerk can look the matter up.

Mr. RICHARDSON. I will do so, Mr. Speaker.

The SPEAKER. If the old bill stands with the signature of the Speaker and the President pro tempore of the Senate, and the President of the United States does not sign it, and there is nothing done about it, it becomes a law within 10 days.

PHILIPPINE ISLANDS.

Mr. QUEZON. Mr. Speaker, I ask unanimous consent to print in the RECORD the preface of a book on the Philippine Islands, written by Judge Blount.

The SPEAKER. The gentleman from the Philippine Islands asks unanimous consent to print in the RECORD the document to which he refers.

Mr. MANN. How long is it?

Mr. QUEZON. About 2,000 words.

The SPEAKER. Is there objection? [After a pause.] The Chair hears none.

CHANGE OF REFERENCE.

Mr. LAMB. Mr. Speaker, I ask unanimous consent that the reference of the bill H. R. 25689, a bill declaring that persons, firms, or corporations in any manner engaged in the interstate-commerce business who shall become engaged or concerned in the fixing of prices of any foodstuffs contrary to the rules of competition shall be guilty of a felony, and providing for their punishment, may be changed from the Committee on Agriculture to the Committee on Interstate and Foreign Commerce.

The SPEAKER. The gentleman from Virginia asks unanimous consent to change the reference of the bill H. R. 25689 from the Committee on Agriculture to the Committee on Interstate and Foreign Commerce.

Mr. CLAYTON. Mr. Speaker, I did not catch the reading of the full title of the bill, but only partially. It seems to me that it ought to go to the Committee on the Judiciary.

The SPEAKER. The Clerk will report the title to the bill.

The Clerk reported the title to the bill.

The SPEAKER. On what ground does the gentleman from Alabama base his claim?

Mr. CLAYTON. It seems to me to be in the nature of an amendment of statutory law.

Mr. LAMB. I examined it pretty carefully this morning, and I thought it ought to go to the Committee on Interstate and Foreign Commerce.

Mr. STERLING. Mr. Speaker, it relates to the Sherman antitrust law that the House has already sent to the Committee on the Judiciary.

The SPEAKER. The gentleman from Alabama objects to the request.

Mr. LAMB. Then, Mr. Speaker, I renew my request to transfer it from the Committee on Agriculture to the Committee on the Judiciary. All I want to do is to get rid of it. [Laughter.]

The SPEAKER. The gentleman from Virginia asks unanimous consent to change the reference of this bill from the Committee on Agriculture to the Committee on the Judiciary. Is there objection?

Mr. SMITH of Texas. Mr. Speaker, I object. I believe that it ought to go to the Committee on Interstate and Foreign Commerce.

Mr. ADAMSON. Mr. Speaker, the gentleman from Virginia proposed to have it changed from the Committee on Agriculture to the committee where it belongs, the Committee on Interstate and Foreign Commerce.

The SPEAKER. But the gentleman from Alabama objected.

Mr. LAMB. Very well, Mr. Speaker, I will send it some where else.

Mr. CLAYTON. I am willing for the Speaker to decide the question, now or hereafter, and let it go where he may determine.

The SPEAKER. The Chair will state to the House for its own guidance that sometimes there is a bill that looks like it might be referred to two committees, and in this case and a few other cases it looks as if it might be referred to any one of three committees. The Chair will determine the matter hereafter.

LEAVE OF ABSENCE.

By unanimous consent, leave of absence was granted to Mr. RUSSELL, indefinitely, on account of illness.

IMPEACHMENT OF JUDGE ROBERT W. ARCHBALD.

Mr. CLAYTON. Mr. Speaker, I call up for consideration the resolution referred to in the privileged report, No. 946, in the matter of the impeachment of Robert W. Archbald, judge of the United States Commerce Court, and ask that it be read.

The Clerk read as follows:

House resolution 622.

Resolved, That Robert W. Archbald, additional circuit judge of the United States from the third judicial circuit, appointed pursuant to the act of June 18, 1910 (U. S. Stat. L., vol. 36, 540), and having duly qualified and having been duly commissioned and designated on the 31st day of January, 1911, to serve for four years in the Commerce Court, be impeached for misbehavior and for high crimes and misdemeanors; and that the evidence heretofore taken by the Committee on the Judiciary under House resolution 524 sustains 13 articles of impeachment which are hereinafter set out; and that said articles be, and they are hereby, adopted by the House of Representatives, and that the same shall be exhibited to the Senate in the following words and figures, to wit:

Articles of impeachment of the House of Representatives of the United States of America in the name of themselves and of all of the people of the United States of America against Robert W. Archbald, additional circuit judge of the United States from the third judicial circuit, appointed pursuant to the act of June 18, 1910 (U. S. Stat. L., vol. 36, 540), and having duly qualified and having been duly commissioned and designated on the 31st day of January, 1911, to serve for four years in the Commerce Court:

ARTICLE 1.

That the said Robert W. Archbald, at Scranton, in the State of Pennsylvania, being a United States circuit judge, and having been duly designated as one of the judges of the United States Commerce Court, and being then and there a judge of the said court, on March 31, 1911, entered into an agreement with one Edward J. Williams whereby the said Robert W. Archbald and the said Edward J. Williams agreed to become partners in the purchase of a certain culm dump, commonly known as the Katydid culm dump, near Moosic, Pa., owned by the Hillside Coal & Iron Co., a corporation, and one John M. Robertson, for the purpose of disposing of said property at a profit. That pursuant to said agreement, and in furtherance thereof, the said Robert W. Archbald, on the 31st day of March, 1911, and at divers other times and at different places, did undertake, by correspondence, by personal conferences, and otherwise, to induce and influence, and did induce and influence, the officers of the said Hillside Coal & Iron Co. and of the Erie Railroad Co., a corporation, which owned all of the stock of said coal company, to enter into an agreement with the said Robert W. Archbald and the said Edward J. Williams to sell the interest of the said Hillside Coal & Iron Co. in the Katydid culm dump for a consideration of $4,500. That during the period covering the several negotiations and transactions leading up to the aforesaid agreement the said Robert W. Archbald was a judge of the United States Commerce Court, duly designated and acting as such judge; and at the time aforesaid and during the time the aforesaid negotiations were in progress the said Erie Railroad Co. was a common carrier engaged in interstate commerce and was a party litigant in certain suits, to wit, the Baltimore & Ohio Railroad Co. et al. *v.* The Interstate Commerce Commission, No. 38, and the Baltimore & Ohio Railroad Co et al. *v.* The Interstate Commerce Commission, No. 39, then pending in the United States Commerce Court; and the said Robert W. Archbald, judge as aforesaid, well knowing these facts, willfully, unlawfully, and corruptly took advantage of his official position as such judge to induce and influence the officials of the said Erie Railroad Co. and the said Hillside Coal & Iron Co., a subsidiary corporation thereof, to enter into a contract with him and the said Edward J. Williams as aforesaid, for profit to themselves, and that the said Robert W. Archbald, then and there, through the influence exerted by reason of his position as such judge, willfully, unlawfully, and corruptly did induce the officers of said Erie Railroad Co. and of the said Hillside Coal & Iron Co. to enter into said contract for the consideration aforesaid.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior as such judge and of a high crime and misdemeanor in office.

ARTICLE 2.

That the said Robert W. Archbald, on the 1st day of August, 1911, was a United States circuit judge, and, having been duly designated as one of the judges of the United States Commerce Court, was then and there a judge of said court.

That at the time aforesaid the Marian Coal Co., a corporation, was the owner of a certain culm bank at Taylor, Pa., and was then and there engaged in the business of washing and shipping coal; that prior to that time the said Marian Coal Co. had filed before the Interstate Commerce Commission a complaint against the Delaware, Lackawanna & Western Railroad Co. and five other railroad companies as defendants, charging said defendants with discrimination in rates and with excessive charges for the transportation of coal shipped by the said

Marian Coal Co. over their respective lines of road; that all of the said defendant companies were common carriers engaged in interstate commerce. That the decision of the said case by the Interstate Commerce Commission at the instance of either party thereto was subject to a review, under the law, by the United States Commerce Court; that one Christopher G. Boland and one William P. Boland were then the principal stockholders of the said Marian Coal Co. and controlled the operation of the same, and they, the said Christopher G. Boland and the said William P. Boland, employed one George M. Watson as an attorney to settle the case then pending as aforesaid in the Interstate Commerce Commission and to sell to the Delaware, Lackawanna & Western Railroad Co. two-thirds of the stock of the said Marian Coal Co.; and at the time aforesaid there was pending in the United States Commerce Court a certain suit entitled "The Baltimore & Ohio Railroad Co. et al. *v.* The Interstate Commerce Commission, No. 38," to which suit the said Delaware, Lackawanna & Western Railroad Co. was a party litigant.

That the said Robert W. Archbald, being judge as aforesaid and well knowing these facts, did then and there engage for a consideration to assist the said George M. Watson to settle the aforesaid case then pending before the Interstate Commerce Commission and to sell to the said Delaware, Lackawanna & Western Railroad Co. the said two-thirds of the stock of the said Marian Coal Co., and in pursuance of said engagement the said Robert W. Archbald, on or about the 10th day of August, 1911, and at divers other times and at different places, did undertake, by correspondence, by personal conferences, and otherwise, to induce and influence the officers of the Delaware, Lackawanna & Western Railroad Co. to enter into an agreement with the said George M. Watson for the settlement of the aforesaid case and the sale of said stock of the Marian Coal Co.; and the said Robert W. Archbald thereby willfully, unlawfully, and corruptly did use his influence as such judge in the attempt to settle said case and to sell said stock of the said Marian Coal Co. to the Delaware, Lackawanna & Western Railroad Co.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior as such judge and of a high crime and misdemeanor in office.

ARTICLE 3.

That the said Robert W. Archbald, being a United States circuit judge and a judge of the United States Commerce Court, on or about October 1, 1911, did secure from the Lehigh Valley Coal Co., a corporation, which coal company was then and there owned by the Lehigh Valley Railroad Co., a common carrier engaged in interstate commerce, and which railroad company was at that time a party litigant in certain suits then pending in the United States Commerce Court, to wit, The Baltimore & Ohio Railroad Co. et al. *v.* Interstate Commerce Commission et al., No. 38, and The Lehigh Valley Railroad Co. *v.* Interstate Commerce Commission et al., No. 49, all of which was well known to said Robert W. Archbald, an agreement which permitted said Robert W. Archbald and his associates to lease a culm dump, known as Packer No. 3, near Shenandoah, in the State of Pennsylvania, which said culm dump contained a large amount of coal, to wit, 472,670 tons, and which said culm dump the said Robert W. Archbald and his associates agreed to operate and to ship the product of the same exclusively over the lines of the Lehigh Valley Railroad Co.; and that the said Robert W. Archbald unlawfully and corruptly did use his official position and influence as such judge to secure from the said coal company the said agreement.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior as such judge and of a misdemeanor in such office.

ARTICLE 4.

That the said Robert W. Archbald, while holding the office of United States circuit judge and being a member of the United States Commerce Court, was and is guilty of gross and improper conduct, and was and is guilty of a misdemeanor as said circuit judge and as a member of said Commerce Court in manner and form as follows, to wit: Prior to and on the 4th day of April, 1911, there was pending in said United States Commerce Court the suit of Louisville & Nashville Railroad Co. *v.* The Interstate Commerce Commission. Said suit was argued and submitted to said United States Commerce Court on the 4th day of April, 1911; that afterwards, to wit, on the 22d day of August, 1911, while said suit was still pending in said court, and before the same had been decided, the said Robert W. Archbald, as a member of said United States Commerce Court, secretly, wrongfully, and unlawfully did write a letter to the attorney for the said Louisville & Nashville Railroad Co. requesting said attorney to see one of the witnesses who had testified in said suit on behalf of said company and to get his explanation and interpretation of certain testimony that the said witness had given in said suit, and communicate the same to the said Robert W. Archbald, which request was complied with by said attorney; that afterwards, to wit, on the 10th day of January, 1912, while said suit was still pending, and before the same had been decided by said court, the said Robert W. Archbald, as judge of said court, secretly, wrongfully, and unlawfully again did write to the said attorney that other members of said United States Commerce Court had discovered evidence on file in said suit detrimental to the said railroad company and contrary to the statements and contentions made by the said attorney, and the said Robert W. Archbald, judge of said United States Commerce Court as aforesaid, in said letter requested the said attorney to make to him, the said Robert W. Archbald, an explanation and an answer thereto; and he, the said Robert W. Archbald, as a member of said United States Commerce Court aforesaid, did then and there request and solicit the said attorney for the said railroad company to make and deliver to the said Robert W. Archbald a further argument in support of the contentions of the said attorney so representing the said railroad company, which request was complied with by said attorney, all of which on the part of said Robert W. Archbald was done secretly, wrongfully, and unlawfully, and which was without the knowledge or consent of the said Interstate Commerce Commission or its attorneys.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior in office, and was and is guilty of a misdemeanor.

ARTICLE 5.

That in the year 1904 one Frederick Warnke, of Scranton, Pa., purchased a two-thirds interest in a lease on certain coal lands owned by the Philadelphia & Reading Coal & Iron Co., located near Lorberry Junction, in said State, and put up a number of improvements thereon and operated a culm dump located on said property for several years thereafter; that operations were carried on at a loss; that said Frederick Warnke thereupon applied to the Philadelphia & Reading Coal & Iron Co. for the mining maps of the said land covered by the said lease, and was informed that the lease under which he claimed had been forfeited two years before it was assigned to him, and his application for said maps was therefore denied; that said Frederick Warnke then made a proposition to George F. Baer, president of the Philadelphia & Reading Railroad Co. and president of the Philadelphia & Reading Coal & Iron Co., to relinquish any claim that he might have in this property under the said lease, provided that the Philadelphia & Reading Coal & Iron Co. would give him an operating lease on what was known as the Lincoln culm bank located near Lorberry; that said George F. Baer referred said proposition to one W. J. Richards, vice president and general manager of the Philadelphia & Reading Coal & Iron Co., for consideration and action; that the general policy of the said coal company being adverse to the lease of any of its culm banks, the said George F. Baer and the said W. J. Richards declined to make the lease, and the said Frederick Warnke was so advised; that the said Frederick Warnke then made several attempts, through his attorneys and friends, to have the said George F. Baer and the said W. J. Richards reconsider their decision in the premises, but without avail; that on or about November 1, 1911, the said Frederick Warnke called upon Robert W. Archbald, who was then and now is a United States circuit judge, having been duly designated as one of the judges of the United States Commerce Court, and asked him, the said Robert W. Archbald, to intercede in his behalf with the said W. J. Richards; that on November 24, 1911, the said Robert W. Archbald, judge as aforesaid, pursuant to said request, did write a letter to the said W. J. Richards requesting an appointment with the said W. J. Richards; that several days thereafter the said Robert W. Archbald called at the office of the said W. J. Richards to intercede for the said Frederick Warnke; that the said W. J. Richards then and there informed the said Robert W. Archbald that the decision which he had given to the said Warnke must be considered as final, and the said Archbald so informed the said Warnke; that the entire capital stock of the Philadelphia & Reading Coal & Iron Co. is owned by the Reading Co., which also owns the entire capital stock of the Philadelphia & Reading Railroad Co., which last-named company is a common carrier engaged in interstate commerce.

That the said Robert W. Archbald, judge as aforesaid, well knowing all the aforesaid facts, did wrongfully attempt to use his influence as such judge to aid and assist the said Frederick Warnke to secure an operating lease of the said Lincoln culm dump owned by the Philadelphia & Reading Coal & Iron Co., as aforesaid, which lease the officials of the said Philadelphia & Reading Coal & Iron Co. had theretofore refused to grant, which said fact was also well known to the said Robert W. Archbald.

That the said Robert W. Archbald, judge as aforesaid, shortly after the conclusion of his attempted negotiations with the officers of the Philadelphia & Reading Railroad Co. and of the Philadelphia & Reading Coal & Iron Co., aforesaid, in behalf of the said Frederick Warnke, and on or about the 31st day of March, 1912, willfully, unlawfully, and corruptly did accept, as a gift, reward, or present, from the said Frederick Warnke, tendered in consideration of favors shown him by said judge in his efforts to secure a settlement and agreement with the said railroad company and the said coal company, and for other favors shown by said judge to the said Frederick Warnke, a certain promissory note for $500 executed by the firm of Warnke & Co., of which the said Frederick Warnke was a member.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior as a judge and high crimes and misdemeanor in office.

ARTICLE 6.

That the said Robert W. Archbald, being a United States circuit judge and a judge of the United States Commerce Court, on or about the 1st day of December, 1911, did unlawfully, improperly, and corruptly attempt to use his influence as such judge with the Lehigh Valley Coal Co. and the Lehigh Valley Railway Co. to induce the officers of said companies to purchase a certain interest in a tract of coal land containing 800 acres, which interest at said time belonged to certain persons known as the Everhardt heirs.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior in office, and was and is guilty of a misdemeanor.

ARTICLE 7.

That during the months of October and November, A. D. 1908, there was pending in the United States district court, in the city of Scranton, State of Pennsylvania, over which court Robert W. Archbald was then presiding as the duly appointed judge thereof, a suit or action at law, wherein the old Plymouth Coal Co. was plaintiff and the Equitable Fire & Marine Insurance Co. was defendant. That the said coal company was principally owned and entirely controlled by one W. W. Rissinger, which fact was well known to said Robert W. Archbald; that on or about November 1, 1908, and while said suit was pending, the said Robert W. Archbald and the said W. W. Rissinger wrongfully and corruptly agreed together to purchase stock in a gold-mining scheme in Honduras, Central America, for the purpose of speculation and profit; that in order to secure the money with which to purchase said stock, the said Rissinger executed his promissory note in the sum of $2,500, payable to Robert W. Archbald and Sophia J. Hutchison, which said note was indorsed then and there by the said Robert W. Archbald, for the purpose of having same discounted for cash; that one of the attorneys for said Rissinger in the trial of said suit was one John T. Lenahan; that on the 23d day of November, 1908, said suit came on for trial before said Robert W. Archbald, judge presiding, and a jury, and after the plaintiff's evidence was presented, the defendant insurance company demurred to the sufficiency of said evidence and moved for a nonsuit, and after extended argument by attorneys for both plaintiff and defendant, the said Robert W. Archbald ruled against the defendant and in favor of the plaintiff, and thereupon the defendant proceeded to introduce evidence before the conclusion of which the jury was dismissed and a consent judgment rendered in favor of the plaintiff for $2,500, to be discharged upon the payment of $2,129.63 if paid within 15 days from November 23, 1908, and on the same day judgments were entered in a number of other like suits against different insurance companies, which resulted in the recovery of about $28,000 by the Old Plymouth Coal Co.; that before the expiration of said 15 days the said Rissinger, with the knowledge and consent of said Robert W. Archbald, presented said note to the said John T. Lenahan for discount, which was refused and which was later discounted by a bank and has never been paid.

All of which acts on the part of the said Robert W. Archbald were improper, unbecoming, and constituted misbehavior in his said office as judge, and render him guilty of a misdemeanor.

ARTICLE 8.

That during the summer and fall of the year 1909 there was pending in the United States District Court for the Middle District of Pennsylvania, in the city of Scranton, over which court the said Robert W. Archbald was then and there presiding as the duly appointed judge thereof, a civil action wherein the Marian Coal Co. was defendant, which action involved a large sum of money, and which defendant coal company was principally owned and controlled by one Christopher G.

Boland and one William P. Boland, all of which was well known to said Robert W. Archbald; and while said suit was so pending the said Robert W. Archbald drew a note for $500, payable to himself, and which note was signed by one John Henry Jones and indorsed by the said Robert W. Archbald, and then and there during the pendency of said suit as aforesaid the said Robert W. Archbald wrongfully agreed and consented that the said note should be presented to the said Christopher G. Boland and the said William P. Boland, or one of them, for the purpose of having the said note discounted, corruptly intending that his name on said note would coerce and induce the said Christopher G. Boland and the said William P. Boland, or one of them, to discount the same because of the said Robert W. Archbald's position as judge and because the said Bolands were at that time litigants in his said court.

Wherefore the said Robert W. Archbald was and is guilty of gross misconduct in his office as judge, and was and is guilty of a misdemeanor in his said office as judge.

ARTICLE 9.

That the said Robert W. Archbald, of the city of Scranton and State of Pennsylvania, on or about November 1, 1909, being then and there a United States district judge in and for the middle district of Pennsylvania, in the city of Scranton and State aforesaid, did draw a note in his own proper handwriting, payable to himself, in the sum of $500, which said note was signed by one John Henry Jones, which said note the said Robert W. Archbald indorsed for the purpose of securing the sum of $500, and the said Robert W. Archbald, well knowing that his indorsement would not secure money in the usual commercial channels, then and there wrongfully did permit the said John Henry Jones to present said note for discount, at his law office, to one C. H. Von Storch, attorney at law and practitioner in said district court, which said Von Storch, a short time prior thereto, was a party defendant in a suit in the said district court presided over by the said Robert W. Archbald, which said suit was decided in favor of the said Von Storch upon a ruling by the said Robert W. Archbald; and when the said note was presented to the said Von Storch for discount, as aforesaid, the said Robert W. Archbald wrongfully and improperly used his influence as such judge to induce the said Von Storch to discount same; that the said note was then and there discounted by the said Von Storch, and the same has never been paid, but is still due and owing.

Wherefore the said Robert W. Archbald was and is guilty of gross misconduct in his said office, and was and is guilty of a misdemeanor in his said office as judge.

ARTICLE 1.

That the said Robert W. Archbald, while holding the office of United States district judge, in and for the middle district of the State of Pennsylvania, on or about the 1st day of May, 1910, wrongfully and unlawfully did accept and receive a large sum of money, the exact amount of which is unknown to the House of Representatives, from one Henry W. Cannon; that said money so given by the said Henry W. Cannon and so unlawfully and wrongfully received and accepted by the said Robert W. Archbald, judge as aforesaid, was for the purpose of defraying the expenses of a pleasure trip of the said Robert W. Archbald to Europe; that the said Henry W. Cannon, at the time of the giving of said money and the receipt thereof by the said Robert W. Archbald, was a stockholder and officer in various and divers interstate railway corporations, to wit: A director in the Great Northern Railway, a director in the Lake Erie & Western Railroad Co., and a director in the Fort Wayne, Cincinnati & Louisville Railroad Co.; that the said Henry W. Cannon was president and chairman of the board of directors of the Pacific Coast Co., a corporation which owned the entire capital stock of the Columbia & Puget Sound Railroad Co., the Pacific Coast Railway Co., the Pacific Coast Steamship Co., and various other corporations engaged in the mining of coal and in the development of agricultural and timber land in various parts of the United States; that the acceptance by the said Robert W. Archbald, while holding said office of United States district judge, of said favors from an officer and official of the said corporations, any of which in the due course of business was liable to be interested in litigation pending in the said court over which he presided as such judge, was improper and had a tendency to and did bring his said office of district judge into disrepute.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior in office, and was and is guilty of a misdemeanor.

ARTICLE 11.

That the said Robert W. Archbald, while holding the office of United States district judge in and for the middle district of the State of Pennsylvania, did, on or about the 1st day of May, 1910, wrongfully and unlawfully accept and receive a sum of money in excess of $500, which sum of money was contributed and given to the said Robert W. Archbald by various attorneys who were practitioners in the said court presided over by the said Robert W. Archbald; that said money was raised by subscription and solicitation from said attorneys by two of the officers of said court, to wit, Edward R. W. Searle, clerk of said court, and J. B. Woodward, jury commissioner of said court, both the said Edward R. W. Searle and the said J. B. Woodward having been appointed to the said positions by the said Robert W. Archbald, judge aforesaid.

Wherefore said Robert W. Archbald was and is guilty of misbehavior in office, and was and is guilty of a misdemeanor.

ARTICLE 12.

That on the 9th day of April, 1901, and for a long time prior thereto, one J. B. Woodward was a general attorney for the Lehigh Valley Railroad Co., a corporation and common carrier doing a general railroad business; that on said day the said Robert W. Archbald, being then and there a United States district judge in and for the middle district of Pennsylvania, and while acting as such judge, did appoint the said J. B. Woodward as a jury commissioner in and for said judicial district, and the said J. B. Woodward, by virtue of said appointment and with the continued consent and approval of the said Robert W. Archbald, held such office and performed all the duties pertaining thereto during all the time that the said Robert W. Archbald held said office of United States district judge, and that during all of said time the said J. B. Woodward continued to act as a general attorney for the said Lehigh Valley Railroad Co.; all of which was at all times well known to the said Robert W. Archbald.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior in office, and was and is guilty of a misdemeanor.

ARTICLE 13.

That Robert W. Archbald, on the 29th day of March, 1901, was duly appointed United States district judge for the middle district of Pennsylvania and held such office until the 31st day of January, 1911, on which last-named date he was duly appointed a United States circuit judge and designated as a judge of the United States Commerce Court. That during the time in which the said Robert W. Archbald has acted as such United States district judge and judge of the United States Commerce Court he, the said Robert W. Archbald, at divers times and places, has sought wrongfully to obtain credit from and through certain persons who were interested in the result of suits then pending and suits that had been pending in the court over which he presided as judge of the district court, and in suits pending in the United States Commerce Court, of which the said Robert W. Archbald is a member.

That the said Robert W. Archbald, being United States circuit judge and being then and there a judge of the United States Commerce Court, at Scranton, in the State of Pennsylvania, on the 31st day of March, 1911, and at divers other times and places, did undertake to carry on a general business for speculation and profit in the purchase and sale of culm dumps, coal lands, and other coal properties, and for a valuable consideration to compromise litigation pending before the Interstate Commerce Commission, and in the furtherance of his efforts to compromise such litigation and of his speculations in coal properties, willfully, unlawfully, and corruptly did use his influence as a judge of the said United States Commerce Court to induce the officers of the Erie Railroad Co., the Delaware, Lackawanna & Western Railroad Co., the Lackawanna & Wyoming Valley Railroad Co., and other railroad companies engaged in interstate commerce, respectively, to enter into various and divers contracts and agreements in which he was then and there financially interested with divers persons, to wit, Edward J. Williams, John Henry Jones, Thomas H. Jones, George M. Watson, and others, without disclosing his said interest therein on the face of the contract, but which interest was well known to the officers and agents of said railroad companies.

That the said Robert W. Archbald did not invest any money or other thing of value in consideration of any interest acquired or sought to be acquired by him in securing or in attempting to secure such contracts or agreements or properties as aforesaid, but used his influence as such judge with the contracting parties thereto, and received an interest in said contracts, agreements, and properties in consideration of such influence in aiding and assisting in securing same.

That the said several railroad companies were and are engaged in interstate commerce, and at the time of the execution of the several contracts and agreements aforesaid and of entering into negotiations looking to such agreements had divers suits pending in the United States Commerce Court, and that the conduct and efforts of the said Robert W. Archbald in endeavoring to secure and in securing such contracts and agreements from said railroad companies was continuous and persistent from the said 31st day of March, 1911, to about the 15th day of April, 1912.

Wherefore the said Robert W. Archbald was and is guilty of misbehavior as such judge and of misdemeanors in office.

Mr. MANN. Mr. Speaker, when the report was made by the gentleman from Alabama [Mr. CLAYTON], it was stated by him, and properly so, that the resolution would be printed separately as any other resolution. The Clerk has read the resolution from the report. The resolution was not printed separately, through some misunderstanding, probably, on the part of the clerk in charge, and I ask unanimous consent that the resolution may be numbered and printed and reported from the committee as of July 8, 1912, in the ordinary form. It seems to me that that is due to the proper procedure in the House.

The SPEAKER. The gentleman from Illinois asks unanimous consent that this resolution be printed in the usual form, as in the nature of nunc pro tunc proceeding.

Mr. CLAYTON. Mr. Speaker, the gentleman from Illinois, as I understand it, does not contemplate in that request that this matter shall be postponed for another day?

Mr. MANN. Oh, no. It is a privileged matter, and this would not postpone it.

The SPEAKER. The gentleman from Illinois asks unanimous consent that this resolution be printed as the House ordered it to be printed, separately from the report, and that it be numbered properly, as of date July 8, 1912. Is there objection? [After a pause.] The Chair hears none, and it is so ordered.

Mr. CLAYTON. Mr. Speaker, it is not my purpose—certainly not at this time—to make any argument or any extended remarks upon the subject matter of the impeachment of Judge Archbald. The committee gave this question the most careful and fullest consideration.

Mr. MANN. Mr. Speaker, before the gentleman proceeds with his statement, will he permit me to interrupt him a moment?

Mr. CLAYTON. Certainly.

Mr. MANN. Is the gentleman able to make a guess as to how long it will be before the resolution comes to a vote in the House?

Mr. CLAYTON. Mr. Speaker, I think I can. I am sometimes a pretty good guesser, and I might make a fair guess in this case. It is my purpose to consume at this time a few minutes only, unless I shall be interrupted by questions which I may feel compelled to answer. Then it is my purpose to yield to the gentleman from Illinois, my associate on the committee, Mr. STERLING, to make such statement as he may wish—probably an hour. It may be after that that the gentleman from North Carolina [Mr. WEBB], a member of the committee; then the gentleman from Arkansas [Mr. FLOYD], another member; and then the gentleman from Ohio [Mr. HOWLAND], another member, may want to speak for 5 or 10 minutes each. I think that none of them, except possibly the gentleman from North Carolina [Mr. WEBB], will want to speak over 10 minutes.

Mr. MANN. Mr. Speaker, I think it is desirable that a reasonable statement be made to the House, and I asked the question, because I think, when the resolution comes to a vote, it is due to the dignity of the House that there be a roll call on the resolution.

Mr. CLAYTON. I agree with the gentleman upon that. In a proceeding of this sort I think we ought to have a roll call.

Mr. FARR. Does not the gentleman from Alabama think that we ought to have a quorum present now, to hear the discussion of so important a case as this?

Mr. CLAYTON. Mr. Speaker, if the gentleman stays in the House as long as I have, he will find that even with his eloquent tongue he can not always persuade a quorum to remain here when that quorum understands the question before the House and has pretty well made up their minds as to how they are going to vote. Of course I will feel gratified if there shall remain a full attendance here to listen to what my associates on the committee have to say, but I am sure that whatever may be lacking in the number of this audience will be compensated for by the intelligence of the gentleman from Pennsylvania and others who may be present.

Mr. FARR. Mr. Speaker, the gentleman is very fulsome with his compliments, but I want to ask him fairly, with a man's life at stake, such as is the case now with Judge Archbald before this Congress, if we ought not to have a quorum present?

Mr. CLAYTON. Mr. Speaker, if the gentleman will tell me how to have that quorum present I will be very glad to aid him. It was disclosed by roll call a few minutes ago that there is a quorum present, and I may say to the gentleman that the attendance in the House at this time, I think, averages larger than it has when many other important matters have been discussed.

The important point will be the presence of a quorum when the matter is voted upon. And, lest the gentleman intends by what he has said to let the newspaper press convey a wrong impression, I will say that on the 8th day of this month the report in full and the conclusions of the committee, together with a brief statement by the chairman of the committee, were presented to the House, printed in the RECORD, and every Member of the House who has cared to inform himself on this important matter has all the necessary information from the RECORD, and the gentleman, I believe, ought to get from that report and from what has heretofore been said, all the necessary information, if he has not already obtained it. Now, there has been no disposition on the part of the committee, there has been no disposition on the part of the House to do anything with any indecent haste. The committee gave the amplest time for the examination into the facts and into the law involved in the case. The committee gave ample time for this House to consider this report and this matter before asking the House to act upon it. Seventy-two hours, I believe, or longer, have intervened since this matter was printed and made accessible to every Member of the House, and I think that the House quite well understands the subject.

Now, Mr. Speaker, the conduct of this impeachment proceeding has conformed to the conduct of impeachment proceedings in other cases as near as practicable and has conformed in its details to the precedents in like cases in every essential particular. The evidence taken by the committee was printed, all of it, more than a month ago, and has been accessible to every Member of this House, as the gentleman from Pennsylvania well knows. The committee was clothed by the House with authority to subpœna witnesses and to administer oaths to those witnesses and to examine them. This was done. Every witness that the committee was informed who knew about these various transactions was required to attend the sessions of the committee, was put under oath, and subjected to examination by the committee and to cross-examination by counsel for Judge Archbald. In the very beginning of this investigation, Mr. Speaker, before a witness was examined, the committee agreed to the following, and I now quote from the minutes of the committee:

That for the present the committee will hold public hearings, under the authority given by House resolution 524, for the purposes of examining the witnesses in regard to the matters and things mentioned in House resolution 511, which involve the conduct of Hon. Robert W. Archbald, and that in these public hearings where witnesses are examined Judge Archbald may be represented by counsel, if he desires, and that after the chairman of the committee shall have conducted the principal examination of witnesses and asked the members of the committee to ask such questions as their judgment may dictate to be proper, then, with the permission of the committee, counsel for Judge Archbald, if Judge Archbald is desirous to have counsel present, may ask such questions of the witnesses as the committee may deem proper to be asked of the witnesses in such investigation.

That was May 8 when that action was had, and the examination of witnesses was begun afterwards.

Mr. MOORE of Pennsylvania. Mr. Speaker——

The SPEAKER. Does the gentleman from Alabama yield to the gentleman from Pennsylvania?

Mr. CLAYTON. Certainly.

Mr. MOORE of Pennsylvania. The gentleman has read the resolution under which the committee proceeded to make this inquiry?

Mr. CLAYTON. No; the gentleman is mistaken. The resolution under which the committee acted in making the investigation is made part of the report which was read into the RECORD on July 8. What I have just read to the House is a part of the proceedings of the committee, being in its nature an invitation to Judge Archbald to be present at the hearings of the committee, and to have counsel present and to cross-examine the witnesses.

Mr. MOORE of Pennsylvania. That is the very point——

Mr. CLAYTON. That is what I read.

Mr. MOORE of Pennsylvania. I want to have that very point clearly understood at this time.

Mr. CLAYTON. I was proceeding to make it clear, and if the gentleman will indulge me a few minutes more I think I will make it perfectly clear.

Mr. MOORE of Pennsylvania. The point I had in mind, if the gentleman will answer as I am sure he will, is to have it known publicly that thus far the proceedings before the committee have been ex parte; that is to say, but one side has been heard, with the exception that Judge Archbald was invited to be present in person, and he was represented by counsel; but no witnesses were called on behalf of Judge Archbald, nor has any testimony been taken in his behalf or in denial of the charges made.

Mr. CLAYTON. I prefer, Mr. Speaker, with the permission of the gentleman, to state just exactly what occurred. The gentleman, in his statement, which seems to be in the nature of a question, has said some things to which I assent and other things to which I can not give a categorical answer, and therefore I must proceed with my statement and give a full account of what did occur, and I think that will satisfy the gentleman and afford him the information which he desires.

Mr. MOORE of Pennsylvania. I know the gentleman wants to be fair, and I shall be content by asking that in his statement the gentleman from Alabama tell the House and the country whether any witnesses were called in behalf of Judge Archbald?

Mr. CLAYTON. I will answer that in the progress of the statement which I am going to make. I might say right here that the proceedings were ex parte; that no witnesses were subpœnaed on the part of Judge Archbald; and I will state the reason for it, and state it was the customary procedure to follow the line of conduct which the committee pursued.

Mr. MOORE of Pennsylvania. That will be entirely fair. The facts should be known.

Mr. CLAYTON. That is what I was going to do, and I think I can make my statement certainly more satisfactory to myself and perhaps more satisfactory to the House if I be allowed to complete it. I could have made this statement, I think, perfectly luminous within the time I intended to consume, but with these interruptions it may be, Mr. Speaker, that I will have to occupy more time than I intended.

Now, Mr. Speaker, I was proceeding to give the history of this matter, and if I may do so, I will give it to you briefly.

The gentleman from Nebraska [Mr. NORRIS] introduced a resolution calling on the President for papers and information in regard to the conduct of Judge Archbald. In other words, that resolution asked the President, in substance, if he had had the conduct of Judge Archbald investigated, and what was the result of such investigation, and called for any report that may have been made under the order of the President in respect to the conduct of Judge Archbald. That resolution was reported to the House favorably and was adopted here, calling upon the President for that report, and then, following that, resolution No. 524 was introduced, empowering the Committee on the Judiciary to subpœna, and to swear, and to examine witnesses. And after the adoption of that empowering resolution, to which I have referred, the committee did proceed to subpœna and examine witnesses just as has been the custom in cases of this kind heretofore in the like proceedings of the House. There was no departure from the practice of the House and nothing unusual in this case which differentiated it in its method of procedure from other impeachment cases. Now, the gentleman from Pennsylvania, my good friend Mr. MOORE, must know that an impeachment proceeding in the House is in its nature an ex parte proceeding. The gentleman knows that, does he not?

Mr. MOORE of Pennsylvania. I know that. But the country does not always know it, and I thought it fair only to make the statement.

Mr. CLAYTON. I felt sure that the gentleman was too intelligent himself not to know that.

Mr. MOORE of Pennsylvania. I did know it, but I wanted the country to know it.

Mr. CLAYTON. Now, Mr. Speaker, this matter has come before the House in the way which I have told you. Of course, the gentleman from Pennsylvania [Mr. MOORE] knows, and other gentlemen here know, that there are various ways of inaugurating an impeachment trial. A Member can rise on the floor, as was done in the Swayne case and as was done by the gentleman from Wisconsin [Mr. BERGER] at this session of Congress in the Hanford case, and impeach a judge from the floor and offer the appropriate resolution. But in this case a resolution calling for information from the President in regard to the official conduct of Judge Archbald was the genesis of the impeachment, and following that was the resolution authorizing the committee to make the investigation, and following that authority the committee had its meetings from time to time and examined the witnesses touching the matters affecting the conduct of Judge Archbald.

Now, following the precedent of the Swayne case and perhaps other cases, the committee accorded to Judge Archbald the right to be present and to be represented by counsel. On May 8, before any witness had been examined, the printed proceedings will show that Judge Archbald was present and Hon. A. S. Worthington, his counsel, was present. The chairman at that time said:

The committee will be in order.

And then, further:

At a meeting this morning the committee took a recess until this hour, and, pursuant to the determination of the committee had at that time, the witness, Mr. Williams, will be examined. Before proceeding with the examination of Mr. Williams, however, I will ask the clerk to read the proceedings of the committee had on yesterday.

And I have just quoted that, which was in the nature of an invitation to Judge Archbald to be present and to be represented by counsel, and authorizing the judge and his counsel to cross-examine witnesses if they so desired.

Then the chairman said:

Call Mr. Williams.

Mr. WORTHINGTON. Mr. Chairman, while the witness is coming may I make a statement?

The CHAIRMAN. Mr. Worthington.

Mr. WORTHINGTON. I would like to have the committee advised that Judge Archbald is present, and that he has asked me to appear with him as his counsel, which I do. I would like to state in his behalf that in the investigation that has just been referred to in the papers that have been read by the clerk, Judge Archbald was not given any opportunity, as I understand, to answer or meet any of the charges against him. He retained me this morning to advise him in regard to this matter, and I suggested to him that he ask the opportunity of being represented here, and of being afforded an opportunity, by his counsel, of cross-examining witnesses, if he chose so to do. I communicated with the chairman on the telephone in regard to that, not having time for correspondence, and was advised by the chairman a little while ago that the opportunity asked would be afforded us; and we are here pursuant to that suggestion.

The CHAIRMAN. Perhaps the clerk should have read the minutes of the meeting had this morning respecting a part of the statement which you have just made, and I will ask him to read the minutes of this morning showing that fact.

And here the clerk read that part of the proceedings of the committee which I have read this afternoon, and which was in the nature of an invitation to Judge Archbald to be present and to be represented by counsel, and authorizing him to cross-examine witnesses.

Now, Mr. Chairman, that is the way this investigation was begun, and at each and every meeting of that committee during that entire examination of witnesses Judge Archbald was present in his own proper person, and was represented by Mr. Worthington, one of the ablest lawyers of the bar of the District of Columbia, and he was also represented and had in constant attendance upon the sessions of the committee not only Mr. Worthington, but his son, R. W. Archbald, jr., as counsel; also M. J. Martin as counsel and Samuel B. Price as counsel. And, Mr. Speaker, the testimony taken in this case will show that the witnesses were examined and then cross-examined fully by the counsel for Judge Archbald.

And, more than that, the counsel for Judge Archbald were not restricted in the cross-examination to inquiries of the witnesses about matters which had been brought out on the direct examination. They were frequently allowed, and always allowed when they so desired, to go outside of the matters brought out in the direct examination and to question witnesses on collateral matters favorable to the judge.

The judge was furnished with a transcript daily, made by the stenographers, of the testimony and the proceedings of the committee. It was furnished to him at the Government's expense, for his counsel suggested that to have the stenographer make at the judge's expense from day to day and from time to time a transcript of the testimony of the witnesses would, on account of the volume of that testimony, entail a very heavy expense upon the judge. The committee directed the stenographer to furnish to the judge and his counsel each and every day the typewritten report founded on the stenographic report made of the proceedings of the committee and the examination of the witnesses. The committee did this in order that the judge and his counsel might at each step in the proceedings know what the witnesses said and have an opportunity to cross-examine the witnesses. On several occasions the counsel for the judge suggested to the committee that he would like the committee not to proceed with the conclusion of the examination of a particular witness on that particular day, but to allow the cross-examination of the witness to go over until another day, to suit the convenience of the judge and his counsel, in order to give them an opportunity the better to cross-examine the witnesses. No such request was ever denied by the committee, but was always with alacrity and cheerfulness accorded.

Mr. Speaker, before the conclusion of the examination of the witnesses the chairman of the committee was approached by one of the counsel of Judge Archbald, Mr. Martin, and asked the question in the committee room if the judge would be allowed to testify in his own behalf. The chairman replied to him, in substance, that the judge would be accorded the opportunity to testify if he wished it; that the committee in the Swayne case had given Judge Swayne permission to testify in his own behalf; and that there was no doubt that this committee would grant that same privilege or right to Judge Archbald; but the chairman of the committee said to this counsel, in substance, it would, however, subject Judge Archbald to cross-examination, and that if he made a witness of himself of course he must expect to be cross-examined like any other witness.

These learned lawyers, knowing that the precedent which had been followed in the Swayne case to give the judge an opportunity to speak in his own behalf and having obtained this definite information from the chairman of the committee, made no other suggestion on the subject; and although Judge Archbald was there when the last sentence was pronounced by the last witness in the case, neither he nor his counsel ever asked that he go upon the stand to testify in his own behalf. The committee would not have denied him the right to do so, but when the suggestion was made that the judge would be subjected to cross-examination he was not put upon the stand to tell about these matters.

I have endeavored and the committee have endeavored, so far as we could, to keep this matter from being tried in the newspapers. The committee could not deny a public hearing, did not undertake to do so, and everything about the matter has been public and open to the world except that when we came to consider what our report should be, then, like a petit jury, like a grand jury, like every committee of this House or of any other body, we went into executive session and considered as to what our conclusion should be. Other than that everything has been open.

On June 5 one of the counsel for Judge Archbald, Mr. A. S. Worthington, of this city, addressed to me a letter on behalf of Judge Archbald. And I may say that Mr. Worthington conducted himself before the committee at all times as an able, upright, and conscientious lawyer and gentleman. I knew him before and had the highest respect for him, and those of the committee who did not know him before formed the same opinion of him.

On June 5 Mr. Worthington addressed to me the following letter:

Hon. HENRY D. CLAYTON,
Chairman Judiciary Committee,
House of Representatives, City.

DEAR SIR: On behalf of Judge Archbald and his counsel, Messrs. Martin, Price, and myself, I wish to thank you and the committee of which you are chairman for giving us the privilege of being present during the examination of witnesses in Judge Archbald's case and cross-examining the witnesses.

In view of the fact that the testimony taken in the case covers some 1,400 printed pages, it occurs to us that we might aid the committee in its consideration of the evidence by submitting to the committee a short statement of the testimony on the various charges, with such suggestions in regard thereto as may seem to be pertinent.

If this meets with the approval of the committee we will begin the preparation of such a paper at once and place printed copies of it in the hands of the members of the committee within a very few days.

Very respectfully,

A. S. WORTHINGTON.

The committee waited until this printed brief, argument, paper, or whatever counsel deemed proper to call it, was placed in our hands. We did not go into executive session and reach a conclusion or even to consider as to what our report should be

until we had received that argument in behalf of the judge, and had read and considered it.

In reply to the letter which I have just read I, as chairman of the committee, addressed to Mr. Worthington a letter on June 5, the same day I received his, saying:

I have yours of June 5. I have no doubt that the committee will be very glad to have such a paper as that mentioned in your letter.

On June 12 Mr. Worthington addressed the chairman this letter:

I send herewith, for the use of the committee, 35 copies of a printed memorandum submitted by the counsel for Judge Archbald on his behalf. If there should be any special point or points in the case upon which the committee would like to have a fuller digest or reference to the evidence, we shall be very glad to give the committee further aid in that regard.

Now, I do not understand the gentleman from Pennsylvania [Mr. FARR] to have questioned the propriety of what the committee has done in the matter of proceeding. I do not understand him to have pronounced any criticism on the conduct had by the committee in this case.

Mr. FARR. I certainly have not intended to cast any reflection on the committee. The committee has used the fullest courtesy toward Judge Archbald.

Mr. CLAYTON. Yes; and to everybody interested in his behalf, including the gentleman himself.

Mr. FARR. Yes; I desire to say in every instance.

Mr. CLAYTON. Now, Mr. Speaker, the committee heard these gentlemen and reached the conclusions embodied in the resolution which has just been read; and the facts upon which these articles of impeachment are predicated are stated in a brief form in the report which was printed in the RECORD on day before yesterday. The facts in full upon which this report and resolution are predicated are printed in extenso in the committee hearings, which have been, as I have said, available to every Member of this House for more than a month.

Now, Mr. Speaker, I am sorry that I have had to consume more time than I intended, and I now yield to the gentleman from Illinois [Mr. STERLING]. [Applause.]

Mr. STERLING. Mr. Speaker, it is with a sense of deep responsibility that I undertake to do my part in the presentation of this case to the House. There is no power conferred upon Congress by the Constitution that carries with it graver responsibility than the power of impeachment. There is no power that should be exercised with greater fidelity to duty than that power. When this matter was referred to the Judiciary Committee, I am sure that I entered upon the task of investigation with a fair and open mind. I believe that every member of the Judiciary Committee occupied the same attitude toward Judge Archbald on the one side and the interests of the people on the other.

If I did entertain any feeling, one way or the other, which I am not willing to admit, it was a suspicion that perhaps the rumors and the newspaper articles that had been published with reference to Judge Archbald might have originated with dissatisfied litigants or disappointed lawyers.

Every attorney who has been engaged in the active practice of the law knows that a judge is liable to be criticized unjustly. Defeated parties in lawsuits and lawyers who have been disappointed in the rulings of the court are very liable to say unkind and harsh things about the judge. I may have felt when we approached the hearings in the case that something of that sort might constitute the foundation of the charges that had been made. But as the hearings progressed and as the evidence developed the facts connected with the various charges which are set forth in the resolution, I was impelled to the conviction that Judge Archbald was not a proper person to serve as judge in the Federal courts.

In this case Members of the House, and, if it goes to the Senate, I think, Senators will have no intricate questions of law to determine. We are all familiar with what the Constitution provides with reference to the impeachment of officers of the United States. This body has the sole power of impeachment. The Constitution provides that officers of the United States may be impeached for treason, bribery, and high crimes and misdemeanors. It also provides that Federal judges, judges of those courts provided for in the Constitution, shall be appointed and serve during good behavior.

There may be a question in the minds of some whether some of these charges are tenable, for the reason that the acts constituting the offense were committed before Judge Archbald was appointed to the circuit court and designated as a judge of the United States Commerce Court. But none of them were committed prior to the time that he was appointed United States district judge.

Some of the acts relate back to the time when he was serving on the district bench of the middle district of Pennsylvania. Some of them relate to the time since he was appointed to the circuit bench and designated as a judge of the United States Court of Commerce. The only other question that may arise is whether the offenses in the resolution are impeachable offenses. There was a time when it was a mooted question as to what constituted impeachable offenses.

It was contended, on the one hand, that a judge or other officer could be impeached only for offenses that were indictable, while it was maintained on the other side that many offenses not of an indictable nature were impeachable offenses. I shall not burden the House with reading what I deem to be the well-settled law on that question. I would refer Members who have any question in their minds as to whether or not any or all of these charges in this resolution are impeachable to Hinds' Precedents, where he devotes almost one whole volume to the question of impeachment. In that volume gentlemen will find a discussion of the question of what constitutes impeachable offenses. As recently as the Swayne case, tried only a few years ago, that question was discussed by Judge De Armond, then a Member of the House; by Mr. OLMSTED, now a Member of the House; by Mr. CLAYTON, the present chairman of the Committee on the Judiciary; and by Mr. Perkins, a Member from New York at that time, and I am sure that all will find in that discussion by those gentlemen entirely satisfactory reasons for holding that the charges made against Judge Archbald in this resolution are each and all impeachable cases.

Mr. CLAYTON. Mr. Speaker, will the gentleman yield?

Mr. STERLING. Certainly.

Mr. CLAYTON. For the purpose of having the statement of the gentleman complete, I would remind him that Judge Henry W. Palmer, of Pennsylvania, former attorney general of that State, prepared the articles of impeachment in the Swayne case and was the principal manager in the case. He wrote the brief in the case and made several very able arguments. Everything that he said on the subject was a real contribution to the discussion of the law of impeachment.

Mr. STERLING. That is true; and Hinds' Precedents also quotes from the argument of Judge Palmer at that time. In fact, in the discussion in the Swayne case all of the law, I think, is set forth, so that Members who are interested in determining the question for themselves can find the law there in very brief space.

I call the attention of the House to the brief that was prepared by the chairman of the Committee on the Judiciary, which constitutes a part of the report which the committee made to the House. This brief quotes, I think, from all of the prominent writers on constitutional law relating to impeachment. To give the House some idea as to what these writers say, I desire to quote very briefly from that report. Foster, in his work on the Constitution, section 93, among other things, says:

An impeachable offense may consist of treason, bribery, or a breach of official duty by malfeasance or misfeasance, including conduct such as drunkenness, when habitual or in the performance of official duties, gross indecency, and profanity, obscenity, or other language, used in the discharge of an official function, which tends to bring the office into disrepute, or an abuse or reckless exercise of a discretionary power, as well as a breach or omission of an official duty imposed by statute or common law; or a public speech when off duty which encourages insurrection. It does not consist in an error in judgment made in good faith in the decision of a doubtful question of law, except perhaps in the case of a violation of the Constitution.

I think the doctrine as laid down by Foster there and as it is quoted in the report which the committee presents to the House is the doctrine held by practically all of the constitutional writers in this country upon that subject. I will read, however, from one other. I read from the American and English Encyclopedia of Law, volume 15, which has a résumé of all of the law on the subject. Among other things it says:

In one case, however, counsel for the defendant insisted that impeachment would not lie for any but an indictable offense; but after exhaustive argument on both sides this defense was practically abandoned. The cases, then, seem to establish that impeachment is not a mere mode of procedure for the punishment of indictable crimes; that the phrase "high crimes and misdemeanors" is to be taken not in its common-law but in its broader parliamentary sense, and is to be interpreted in the light of parliamentary usage; that in this sense it includes not only crimes for which an indictment may be brought, but grave political offenses, corruption, maladministration, or neglect of duty involving moral turpitude, arbitrary and oppressive conduct, and even gross improprieties, by judges and high officers of State, although such offenses be not of a character to render the offender liable to an indictment either at common law or under any statute. Additional weight is added to this interpretation of the Constitution by the opinions of eminent writers on constitutional and parliamentary law and by the fact that some of the most distinguished members of the convention that framed it have thus interpreted it.

I am sure that I am justified in saying that the House is not limited to indictable offenses when they come to determine whether a judge or other official has committed offenses for which he may be impeached.

Mr. BUTLER. Mr. Speaker, will the gentleman yield?

Mr. STERLING. Certainly.

Mr. BUTLER. I have read carefully all of the articles presented against this judge. There is no indictable offense charged against the judge, is there?

Mr. STERLING. I think that some of these counts charge indictable offenses. I will not say that they charge indictable offenses under the Federal statute, but I believe if they had been committed by a judge of a State some of them would constitute maladministration in office, for which he could be indicted. The gentleman will remember that if we are limited to indictable offenses under the Federal statutes there would be very few cases for which a judge or other officer could be impeached. There are no common-law offenses against the Federal Government, and all the offenses against the Federal Government that can be punished must come under some Federal statute. Our criminal code covers but few offenses.

Mr. BUTLER. Mr. Speaker, I think in the presentation of the Swayne case it is well settled here, and well agreed by all, that it was not necessary to charge the judge with an indictable offense in order to prefer articles of impeachment against him.

Mr. STERLING. I think that is so well settled that I shall not devote any further time to it. I have said what I have simply to remove from the mind of any Member who had not given the matter consideration, any doubt he might entertain on that subject.

I presume that the important matter and the thing in which the Members of the House are mostly interested in at this time is to know something of the facts which go to constitute the charges which the committee present in this resolution. I assume that no Member wants to vote blindly on the proposition, and that they would like to know at least some of the facts which go to prove the offenses with which we charge him. I shall not undertake to give to the House the facts on which all of these charges are predicated. I shall limit myself to three or four. Other gentlemen, members of the Committee on the Judiciary, are better qualified to state to the House the facts and the evidence of the other charges than I am.

I ask the attention of the House to the first case in article 1 of the resolution. Without reading the resolution I will state briefly the facts charged in that article. At that time Robert W. Archbald was a United States circuit judge.

He was appointed United States district judge in March, 1901, for the middle district of Pennsylvania. He served as district judge from that time until the 31st day of January, 1911, when he was appointed United States circuit judge under the act passed by Congress establishing the United States Commerce Court, and at the same time and in the same commission was designated a judge of the United States Commerce Court. So that at the time of events alleged in article 1 he was an active member of the United States Commerce Court.

In March of last year he and one Edward J. Williams, of Scranton, Pa., entered into an agreement to buy together or in partnership what was known as the Katydid culm dump; that their purpose was to buy it and sell again for profit. It is charged further that the Katydid culm dump belonged to the Hillside Coal & Iron Co., a corporation of the State of Pennsylvania. We charge that the Hillside Coal & Iron Co. was a subsidiary corporation of the Erie Railroad Co. and that that railroad company owned all the stock of the Hillside Coal & Iron Co. Also that at the time this transaction took place the Erie Railroad Co. had pending in the United States Commerce Court two suits involving questions of rates with the United States Commerce Commission; and we charge further in the count that Judge Archbald, as a partner of Williams, undertook to influence the officers and officials of the Hillside Coal & Iron Co. and the Erie Railroad Co. by the fact that he was a judge, to sell to him and Williams this coal dump, and that he succeeded by reason of the fact that he was judge and by reason of the fact that this railroad company had litigation pending in his court in buying this dump from the Erie Railroad Co. or from the Hillside Coal & Iron Co. A coal dump is the refuse——

Mr. FARR. Will the gentleman yield?

Mr. STERLING. Yes.

Mr. FARR. Would the gentleman object to citing the cases in the evidence to prove the statements he has made?

Mr. BUTLER. When he gets beyond this step I presume he will do so.

Mr. STERLING. I am going to do that. Of course I will not undertake to refer to the page in all instances, but I will refer to the material evidence which, in my opinion, proves the charge that is contained in the article.

A coal dump or culm dump is the refuse or waste that has been thrown out in the operation of an anthracite coal mine. They were at one time considered to be pure waste. They are made up of the finer particles of coal that comes from the mine and mixed with that is a certain amount of dirt and slack, and perhaps slate and other refuse that is found in the mine. Of recent years these culm banks have proved of considerable value by reason of the high price of coal and by reason of the fact they have been able to use machinery for the purpose of washing this refuse from the coal and separating the dirt and clay from it, and they have been able to handle the coal in these dumps at a very considerable profit. The Katydid culm dump was formed by the operation of an anthracite coal mine. That coal mine was owned and operated by a firm known as Robertson & Law. Some of the land under which the coal lay was owned by some persons and some by other persons, some by the Erie Railroad or the Hillside Coal & Iron Co., and some by the heirs of the Everhart estate. In March of last year a gentleman by the name of Boland said to this man Williams that he knew where there was a pretty good culm dump that he might buy. This man Williams is an important witness in this case, and a very unwilling witness—one who seems to be decidedly in favor of Judge Archbald—and I will say to the House now that we are not dependent to any great extent upon the testimony of Mr. Williams to sustain the charge contained in the first article. Some of the things he testified to I believe are true, because he testified to them unwillingly for the reason that they were adverse to the interests of Judge Archbald. Other things that he testified to were corroborated by correspondence and perhaps by oral testimony of other witnesses.

Williams went to see this culm dump and ascertained that it belonged to Robertson & Law and the Hillside Coal & Iron Co. Capt. May was the manager of the Hillside Coal & Iron Co. He lived at Scranton. Immediately after Williams's attention had been called to this dump he called upon Judge Archbald and told him he was thinking of buying that dump, and that he wanted a letter of recommendation to Capt. May. He said he knew Capt. May only casually, but he knew that Capt. May was not acquainted with him. He said also that he proposed to Judge Archbald at that time that he would give him a half interest in the profits of this culm dump if he would help him to get it. Judge Archbald did not give him a letter of recommendation, but gave him a letter which indicates on its face, although it does not say it in so many words, that Judge Archbald himself was to be interested in this property if they bought it. I want to call the committee's attention to that letter. It is dated March 31, 1911, and is found on page 8, Serial No. 3, of the hearings.

It is as follows:

> I write to inquire whether your company will dispose of your interest in the Katydid culm dump belonging to the old Robertson & Law operation at Brownsville? And if so, will you kindly put a price upon it.
>
> Yours, very truly, R. W. ARCHBALD.

Mr. MOORE of Pennsylvania. Was that written on private paper?

Mr. STERLING. I think I am right in saying that it was written on Commerce Court paper. If I am mistaken about that some member of the committee will correct me. I will say now that nearly all the letters which Archbald wrote in reference to nearly all the transactions set out in the resolution were written on the paper of the United States Commerce Court, and I believe this one was.

He gave this letter to this man Williams and he took it personally to Capt. May. Capt. May did not give Williams any encouragement. By his action, and probably by his language, he indicated to Williams that he did not want to have anything to do with the proposition. And it is true, and I think abundantly proven, that at that time it was not the policy of the Erie Railroad Co. to sell any of its coal dumps or sell any of its coal property as coal property.

Williams thereupon went back to see Judge Archbald and told him that May had refused to consider the proposition at all, and indicated to Judge Archbald that May had not treated him very courteously. Archbald said, "I will see Mr. Brownell." Now, Mr. Brownell was general counsel for the Erie Railroad Co., which owned the stock of the Hillside Coal & Iron Co., the owner of this culm dump, or owner of a part interest in it. He said, "I will see Mr. Brownell. I have some cases on my desk here now for that railroad company," and he called Williams's attention to the brief in two cases known as the "lighterage cases" that were then pending in the United States Commerce Court, and evidently, from what Williams says, Judge Archbald then, as a judge of that court, had the briefs and arguments of attorneys in those cases on his desk for his consideration as a judge of the court.

Mr. BUTLER. That fact was proven by Williams?

Mr. STERLING. Yes.

Mr. BUTLER. And he was the unwilling witness of whom the gentleman spoke?

Mr. STERLING. Yes. Williams testified that Archbald said, "I have some cases here now for the Erie Railroad Co.," and he explained to him what these lighterage cases were, and Williams said that he saw the briefs himself on the desk and the judge directed his attention to them. That was only a few days after the 31st day of March, and the matter dragged along for some time. In July Judge Archbald was in New York. I do not think he went there for the sole purpose of seeing Brownell. He had been designated by the Chief Justice to go there and try some cases as circuit judge.

And when he was there he dropped Brownell a note. It seems that Brownell was the only person high in rank connected with the Erie Railroad Co. in New York with whom he was acquainted. He knew Brownell in this way. He, as a member of the Commerce Court, had been sitting in that court on a hearing of some cases in which the Erie Railroad Co. was interested and in which Mr. Brownell appeared as counsel for the railroad company. He knew at that time and in that way that Brownell was the general counsel of this company, and, of course, Brownell knew when he got this letter from R. W. Archbald that the latter was the judge of the Commerce Court who had under consideration these cases that he had argued. He wrote a letter to Brownell asking him if he could fix the date when he could call upon him.

Mr. BOWMAN. The gentleman from Pennsylvania [Mr. FARR] has called my attention to the statement that you have just made, that he had just become acquainted with Brownell at that time.

Mr. STERLING. A short time previous to that.

Mr. BOWMAN. I think I am safe in saying they had been acquainted for many years.

Mr. STERLING. The point is, he did know Brownell, and Brownell was the only officer of high rank connected with that railroad company in New York with whom he was acquainted.

Mr. BOWMAN. I can say further that he was well acquainted with most of the principal officials of the Erie Railroad.

Mr. STERLING. I am satisfied that the gentleman is mistaken about that, and, if he will wait a bit, I will show from the evidence that he certainly did not know the vice president of the Erie Railroad Co. at that time.

I think some of these gentlemen themselves testified that they had no personal acquaintance with Archbald prior to that time. Anyway, while he was trying these cases in New York he dropped a letter to Mr. Brownell asking him to fix a time when he could see him. Brownell replied that he could see him on the 4th of August, and Archbald went to Brownell's office at that time. He stated to Brownell briefly that he was there to inquire about the Katydid culm dump, and Brownell said—and Brownell's testimony is all we have of what occurred at that meeting—that he replied to Archbald that he did not know very much about that, and he would have to introduce him to Mr. Richardson, the vice president of the railroad company.

He took him into Mr. Richardson's office and there introduced him to Mr. Richardson, the vice president of the company, and they talked over the matter of the Katydid culm dump at that time. Richardson says he does not remember whether Archbald told him he wanted to buy the culm dump for himself or whether he was there in the interest of some other party, but he knows that Archbald was there at that time to purchase the Katydid culm bank, and he told him that he would take the matter up with Capt. May and let him know a little later.

Now, that was on the 4th day of August. Richardson did take the matter up with Capt. May. He went to Scranton and had some conversation with Capt. May about it, and wrote some letters in connection with it, and a few days later May met Archbald on the streets of Scranton and told him to tell Williams to come up and he would let him have the Katydid culm dump, and Capt. May also told Williams he could have it. He also wrote a letter to Williams, and stated the terms on which he could have it.

If I can find it without too much trouble, I will read that letter to the House. You will find the letter in Serial No. 1 of the hearings, page 26. It reads as follows:

[Pennsylvania Coal Co. Hillside Coal & Iron Co. New York, Susquehanna & Western Coal Co. Northwestern Mining & Exchange Co. Blossburg Coal Co. Office of the general manager.]

SCRANTON, PA., *August 30, 1911.*

Mr. E. J. WILLIAMS,
626 South Blakely Street, Dunmore, Pa.

DEAR SIR: As stated to you to-day, verbally, I shall recommend the sale of whatever interest the Hillside Coal & Iron Co. has in what is known as the Katydid culm dump, made by Messrs. Robertson & Law in the operation of the Katydid breaker, for $4,500.

In order that it may not be lost sight of, I will mention that any coal above the size of pea coal will be subject to a royalty to the owners of lot 46, upon the surface of which the bank is located.

It is also understood that the bank will not be conveyed to anyone else without the consent of the H. C. & I. Co., and that if the offer is accepted articles of agreement will be drawn to cover the transaction.

Yours, very truly,

W. A. MAY, *General Manager.*

That was signed by W. A. May, general manager, and was written on the 30th day of August, after the 4th day of August, when Archbald had had this conversation with Richardson and Brownell.

Mr. FARR. Mr. Chairman, may I interrupt the gentleman?

The SPEAKER pro tempore. Does the gentleman yield?

Mr. STERLING. Yes.

Mr. FARR. Was the lighterage case determined before or after Judge Archbald's visit to Mr. Brownell?

Mr. STERLING. I would not say with reference to that, but the cases were not determined at the time that Williams reported back to Archbald that May had refused to consider the proposition to sell the Katydid culm dump.

Mr. FARR. Will the gentleman permit me to say that the evidence shows that it was before that?

Mr. STERLING. That may be. I do not know what the evidence discloses as to that.

Mr. FARR. I do not think it is important.

Mr. STERLING. I think it is. They say they proposed to sell this coal dump to Williams for less than what it was worth, but I do not consider that question of importance.

Mr. BOWMAN. Mr. Chairman, will the gentleman yield right there to a question as to the value of that coal dump?

The SPEAKER pro tempore. Does the gentleman yield?

Mr. STERLING. Yes.

Mr. BOWMAN. I know something about the value of that bank, and also about the value of some other banks in that section. It is a very problematical matter, the value of any bank, and, I say, basing my statement on the opinion of Capt. May in comparison with others, that his opinion was that it was of very much less value than that stated by another engineer who was brought there. I believe his opinion is to be depended upon. It is stated here that his opinion might be prejudiced, but I know him very well, and I do not think you could get from him in any case an opinion that he did not think was based on the facts.

Mr. STERLING. Well, that is as far as I care to yield to the gentleman. He can make a further statement in his own time, if he so desires.

Mr. FARR. Mr. Chairman, will the gentleman yield?

The SPEAKER pro tempore. Does the gentleman yield?

Mr. FARR. Will the gentleman permit me to inject something here in regard to Mr. Brownell and the consideration of the lighterage cases?

Mr. STERLING. I can not yield for any statement. If the gentleman has any question to ask, I will yield.

Mr. FARR. I will ask the gentleman when were the proceedings in the lighterage cases begun?

Mr. STERLING. They were begun long before this deal was considered by Williams and Archbald, and the briefs were on Judge Archbald's desk on the very day that Williams went to May and on the very day that he returned to see Judge Archbald.

Mr. FARR. Does the gentleman think, after hearing the testimony and after having viewed Mr. Williams, that he had knowledge enough to know what a brief was?

Mr. STERLING. If he did not know, then the very fact of his ignorance as to what a brief is is the most convincing evidence, to my mind, that Judge Archbald then and there said to him just what he says Judge Archbald said—that is, "I have got some cases now on my desk for the Erie Railroad Co." And I believe that Williams was telling the truth then, because he would not have known what they were otherwise.

Mr. FARR. I will ask the gentleman what was the inference he drew from this remark?

Mr. STERLING. The usual inference that would be drawn.

Mr. FARR. Now, when was the case argued?

Mr. STERLING. I do not know when it was argued. I know that the printed brief had been made at the time of this visit by Williams to May. I think all that is material is the evidence which connects Judge Archbald with this transaction at the particular time when these cases were pending in his court.

It makes no difference whether Judge Archbald was influenced in his decisions or not by those transactions with the Hillside Coal & Iron Co. and the officers of the Erie Railroad. His conduct in those transactions with people who had litigations in his court at the time condemns him as a judge, and he ought to be impeached for such impropriety. This question of influencing a judge's mind is one that we can not deter-

mine from direct proof. There is none. We have to draw our conclusions from the circumstances surrounding these transactions, and no judge ought to bring his office into disrepute and into public scandal by dealing in that way with persons who have litigation in his court.

Mr. FARR. The gentleman stated that when Judge Archbald visited Mr. Brownell he sought to use his judicial influence in favor of getting this option on the Katydid culm bank when the Erie people had litigation before him.

Mr. STERLING. That is what the charge says.

Mr. FARR. That is what the charge says, but the facts do not sustain that.

Mr. STERLING. The gentleman will have to draw his own conclusions from the record.

Mr. FARR. I think this is a very important matter, and this ought to be cleared up at this time.

Mr. CLAYTON. Let me suggest to the gentleman from Illinois——

Mr. FARR. I think the gentleman from Illinois is capable of taking care of himself.

Mr. CLAYTON. I know he is quite well able, but the gentleman from Illinois [Mr. STERLING] has not observed one fact, and that is that the gentleman from Pennsylvania [Mr. FARR] is not reading from the testimony, but is reading from the brief furnished to the committee which was prepared either by Judge Archbald or by his counsel.

Mr. FARR. Referring to the pages in the record, I want to ask the gentleman when that lighterage case was determined?

Mr. STERLING. I told the gentleman I did not know.

Mr. MANN. Does not the brief show?

Mr. FARR. May I read for the gentleman's benefit——

Mr. STERLING. I can not yield for the gentleman to read.

Mr. FARR. I do not think the gentleman ought to decline on a point so vital as that.

Mr. STERLING. If there is any pertinent question the gentleman wishes to ask, I will answer it if I can.

The SPEAKER pro tempore. The gentleman has declined to yield.

Mr. FARR. The gentleman said he would answer any pertinent question.

The SPEAKER pro tempore. Does the gentleman from Illinois yield to the gentleman from Pennsylvania?

Mr. STERLING. I will yield for a question, but not to let the gentleman read.

Mr. FARR. When was this lighterage case determined?

Mr. STERLING. I have said I did not know.

Mr. FARR. When did Judge Archbald visit Brownell?

Mr. STERLING. On August 4, 1911.

Mr. FARR. And the appeal to the Supreme Court was taken June 13, 1911, in that very case.

Mr. STERLING. I can not see the materiality of that. My position is that it had not been appealed to the Supreme Court, but was still in the Commerce Court, and was then and there being considered personally by Judge Archbald at the time he sent Williams to May to buy this dump.

Mr. FOCHT. Will the gentleman yield?

Mr. STERLING. Yes.

Mr. FOCHT. The gentleman, of course, heard the testimony of Mr. Williams throughout?

Mr. STERLING. Yes.

Mr. FOCHT. I also heard considerable of it. Would the gentleman undertake to say that he would be influenced by a man in the mental condition of Mr. Williams in voting on this bill? Does the gentleman think Williams was mentally competent to give any testimony that should influence any intelligent, sane man?

Mr. STERLING. I will say to the gentleman frankly that I do not consider Mr. Williams a very reliable witness.

Mr. FOCHT. Does the gentleman think Williams is sane?

Mr. STERLING. I think he is sane.

Mr. FOCHT. Does the gentleman think Williams is mentally competent?

Mr. STERLING. Yes; I think he is mentally competent.

Mr. FOCHT. Does the gentleman think Williams was sober all the time?

Mr. STERLING. I think he was sober before the committee.

Mr. FOCHT. I do not think so.

Mr. STERLING. That is your opinion. I will say frankly that I do not regard Mr. Williams as a high type of man, but I do say he was the kind of man that Judge Archbald seems to have used as his rounder to hunt up these transactions and was Judge Archbald's associate in that transaction for the Katydid culm. Judge Archbald selected his associates and not the Judiciary Committee, and he was the kind of man, and the only man, the committee could go to to get the facts. We did get some facts from Mr. Williams, as I said, and I think we are justified in relying on everything Mr. Williams testified to that was adverse to Judge Archbald, for the reason that he was an unfriendly witness to the prosecution, if I may call it so, but was a very friendly witness to Judge Archbald.

Mr. COOPER. Will the gentleman yield?

The SPEAKER. Does the gentleman from Illinois yield to the gentleman from Wisconsin?

Mr. STERLING. Yes.

Mr. COOPER. Does the testimony disclose how long Judge Archbald had been acquainted with Mr. Williams prior to these transactions?

Mr. STERLING. I do not think it does, but I think he had known him for many years.

Mr. NORRIS. Oh, yes; long before he went on the Federal bench.

Mr. COOPER. At any rate, for many years.

Mr. NORRIS. Yes.

Mr. COOPER. Had they been intimate?

Mr. STERLING. I think they had had transactions together before—perhaps not as partners, but I think Judge Archbald had assisted Williams in other transactions before. Anyhow, they were thoroughly well acquainted, and had been for a long time.

Mr. COOPER. It occurred to me, on the question of Williams's mental capacity, that if the judge, knowing him for many years, selected him as his agent, engaged in many important business transactions, that he regarded him as mentally competent.

Mr. STERLING. Oh, he was mentally competent. The chairman, Mr. CLAYTON, suggests that the evidence disclosed that Williams testified that he had been a long time acquainted with Judge Archbald.

Mr. CLAYTON. And had been his political supporter long before he had been on the bench.

Mr. COOPER. Then the judge knew him well, and thought him mentally competent?

Mr. CLAYTON. Undoubtedly.

Mr. MANN. I would like to ask the gentleman from Illinois one question.

Mr. STERLING. I yield to my colleague.

Mr. MANN. I notice the resolution says that Mr. Williams and Judge Archbald agreed to become partners. Is there any controversy about that?

Mr. STERLING. There is no testimony to the contrary.

Mr. MANN. If Judge Archbald agreed to go into a partnership with Williams, either without knowing him or knowing him, and Williams was an imbecile, as suggested by the gentleman from Pennsylvania——

Mr. FARR. Which gentleman from Pennsylvania?

Mr. MANN. All three.

Mr. FARR. Oh, no.

Mr. MANN. Well, the gentleman from Pennsylvania, Mr. FOCHT. As I say, if Judge Archbald went into partnership with Williams, either without knowing him or knowing him, and Williams was an imbecile, is not that almost a sufficient reason for removing him from the bench on the ground of imbecility himself?

Mr. FOCHT. He was indiscreet; that is all.

Mr. STERLING. If he was an imbecile, it is no defense to Judge Archbald.

Now, I have read the letter that May wrote to Williams after Archbald had been to New York and seen the general counsel and the vice president of the railroad company. You remember in the letter he says that articles will be drawn up. Judge Archbald and Williams never put a dollar into the transaction. It was not their intention to do so. They were simply buying an option, and they took the chances of selling it at a profit. After they got the letter from May, Williams proceeded to find a purchaser for the culm dump. He first went to a gentleman named Conn, the manager of the Laurel Electric Railroad Co., which railroad company was the most nearly located to this culm dump, except the Erie. He made a deal to sell it for $20,000.

To go back a minute, before Williams and Archbald had succeeded in buying the interest of the Hillside Coal & Iron Co. in this dump, Williams went to Robertson and got an oral agreement to purchase their interest for $3,500, and then after getting the letter he went back to Robertson and he gave a written agreement whereby he was to give him an option on Robertson's interest in the culm dump for $3,500. Then the letter of May to Williams fixes their price on their interest in the dump at $4,500, making a total of $8,000 that they were to pay for the dump. They were to pay for it only in case they sold it; then they were to pay these parties the several sums,

and whatever they sold it for above $8,000 was their profit in the transaction.

He made an agreement with Mr. Conn to sell for the sum of $20,000, subject to approval of title. A little later it turned out that Mr. Conn's lawyers advised him there was some doubt about the title. I think the doubt rose from the fact that the Eberhart heirs were claiming an interest in it, as Mr. Mays suggests in his letter to Mr. Williams, where he says that they have an interest there and the purchaser must pay Eberhart the royalty which comes from the dump the same as the royalty which came from the original mine when the dump was being formed. So Mr. Conn refused to take it. Then Mr. Williams went to Mr. Bradley. Mr. Williams had an agreement with Mr. Bradley to sell it, I think, at 27½ cents per ton—that is, per ton of all the matter that was contained in the dump, amounting, as differently estimated, to from $27,000 to $35,000. As the gentleman indicated a few moments ago, there was some difference of opinion as to the value of this culm dump.

Mr. FARR. Mr. Speaker, will the gentleman yield?

Mr. STERLING. Certainly.

Mr. FARR. Does the gentleman not confound the price in the Bradley case with that of the Conn or Laurel Line case? The Bradley price is $20,000. It did not go through.

Mr. STERLING. It did not go through because the whole thing was exposed before it was closed up.

Mr. FARR. And the price with which Mr. Conn was to pay was not $20,000, but $12,943.60.

Mr. STERLING. No; there is no such evidence as that. If the gentleman will read the testimony, he will find that it was not offered for any such price.

As to the value of the dump, it is immaterial whether Archbald and Williams were getting the culm dump for less than it was worth, for what it was worth, or for more than it was worth. It was their purpose in buying the dump to make money out of it, and when they bought it for $8,000 they thought they got it at a price at which they could make money. The essence of the charge in this article is simply this, that Judge Archbald used his influence as a judge to induce these litigants in his court to sell this dump at that price. He hoped to make a profit. Personally I think the dump was worth a great deal more money than that, and I desire to call the attention of the House to what I consider the most reliable testimony on the subject. There were different estimates. My recollection of the testimony is that the engineers of the Erie Railroad estimated that there were 42,000 tons of pure coal; but, not relying on that, I will call the attention of the House to the testimony of Mr. Rittenhouse, who seemed to be a very fair witness, who very recently measured this dump at the request of Mr. Brown, of the Department of Justice, and who testified before the committee on that point. His testimony begins on page 176 of Serial No. 2, and on the second page of that testimony the acting chairman, Mr. WEBB, at that time said [reads from record]:

I wish you would state the amount of coal of various sizes which you estimate this bank contains, based on your test.

Mr. RITTENHOUSE. Yes; I will give it in percentages.

Then he gives in percentages the coal of chestnut size, pea coal, No. 1 buck, No. 2 buck, and No. 3 buck, making a total of 51.893 per cent of the entire dump as coal made up of those various sizes. He testified that the total culm dump contained 90,000 tons.

Mr. STERLING. That is, 51 per cent of the culm bank was coal.

Mr. RITTENHOUSE. Fifty-one per cent was coal; yes. Forty-eight and one-tenth per cent was waste. Taking the bank as containing 90,000 tons, round numbers—its exact figure is 90,186 tons—but taking it at 90,000 tons, we have the various sizes according to the above percentages.

The SPEAKER. The time of the gentleman from Illinois has expired.

Mr. CLAYTON. Mr. Speaker, does the gentleman want more time?

Mr. STERLING. I would like to have more time.

The SPEAKER. Each gentleman who gets recognition is entitled to an hour in his own right.

Mr. STERLING. Then, Mr. Speaker, I will take the floor in my own right.

The SPEAKER. The gentleman has had an hour in his own right.

Mr. CLAYTON. How much time did I consume?

The SPEAKER. The gentleman has 20 minutes left.

Mr. MANN. Mr. Speaker, I ask unanimous consent that the time of my colleague may be extended for 25 minutes.

Mr. NORRIS. Mr. Speaker, a parliamentary inquiry.

The SPEAKER. The gentleman will state it.

Mr. NORRIS. Is it not a fact that the gentleman from Illinois [Mr. STERLING] has simply used up the balance of the hour that the gentleman from Alabama had?

The SPEAKER. Oh, no; the situation is very simple. Each gentleman who gets recognition is entitled to an hour. The gentleman from Alabama obtained recognition for an hour and he used 40 minutes of his time. Then the gentleman from Illinois was recognized for an hour in his own right. The request of the gentleman from Illinois [Mr. MANN] straightens the matter out.

Mr. CLAYTON. Mr. Speaker, I hope that there will be no objection to that request.

The SPEAKER. Is there objection to the request of the gentleman from Illinois [Mr. MANN] that his colleague [Mr. STERLING] may have 30 minutes more?

There was no objection.

Mr. STERLING. Taking up the testimony of Mr. Rittenhouse again, he says:

Chestnut and above, 5,477 tons, at $3.25 a ton, average price, $17,800.25.
Pea coal, 937 tons, at $1.78 a ton, $1,667.86.
No. 1 buck, 11,177 tons, at $1.41, makes $15,759.57.
No. 2 buck, 8,904 tons, at $0.70 a ton, $6,232.80.
No. 3 buck, 20,209 tons, at $0.30 a ton, $6,062.70.
Making a total of 46,704 tons, or a value of $47,533.18. If the line price were obtained instead of the 65 per cent basis, then the amount would be increased to some little extent. If what passes through a three thirty-seconds inch mesh and over a one-sixteenth is saved, or 12,678 tons at 30 cents, an increment of $3,803.40 would be added to the above, making a total of $51,336.51.

A little later on in the examination, Mr. WEBB, then chairman, asked him what would be the net profit on this coal on the estimated amount on his estimated price after paying for the washing of it, after preparing it for market there at the bank, and he testified that the net profit would be about $35,000, but that in his opinion the Erie Railroad Co. could handle it and realize that profit. Now, gentlemen, that culm bank was evidently worth, according to this testimony, a great deal more than $8,000; so even if they were willing to give Williams and Archbald a decent and a respectable profit, they could have had a great deal more money for it than the amount for which they sold it. They had a bid from some one of $20,000 in one case and more, I think, in another case within a very short time after this proposition had been made to them, which indicates conclusively that they got this culm bank much below a fair market value.

Mr. BUTLER. Would it annoy the gentleman if I interrupted him there?

Mr. STERLING. I will yield in a moment. But we insist now that no Member ought to be misled by any argument as to the value of this culm dump. I care not, so far as my personal convictions go, whether they were buying it for less or whether they were paying more for it than it was worth, the same offense exists in this case, that Judge Archbald undertook to use his influence as a judge to induce the sale of this property to him and his associate for the purpose of making money, and the question of what it is worth simply goes to the matter of judgment between the parties connected with the transaction. Now I yield to the gentleman from Pennsylvania.

Mr. BUTLER. Appreciating, as I do most thoroughly, the position the gentleman has taken, I will be very much pleased if he will answer me just this one question: Is there any evidence to show any relation of any kind which this Federal judge had with the other persons interested in this culm dump, one-half of the interest was owned by the railroad company? I recall all the gentleman said relative to the Federal judge's association with the company, but did he have any association with the other owners, the owners of one-half of this coal?

Mr. STERLING. I am glad the gentleman asked me that question, for if he had not I would have omitted one element of the testimony in this case which I think is important. Robertson was quite willing to sell. He wanted to sell his interest in the dump, and Williams did not need any influence from any source to get that interest, but it was against the policy of the Erie Railroad Co. and the Hillside Coal & Iron Co. to sell coal properties. They were not willing to sell their interest. They did not want to sell. Hence Williams needed assistance, needed influence from some source greater than himself, to prevail on them to part with the property.

Mr. BUTLER. What is the explanation why Robertson should sell for $3,500?

Mr. STERLING. The interest in this dump was not each a half share. I do not think they claimed a half interest in it. He sold just such interest as he had.

Mr. BUTLER. And it was not fully ascertained, was it?

Mr. STERLING. Not fully ascertained; and the railroad company, I think, claimed it owned a greater interest than Robertson——

Mr. FARR. Was not Mr. Robertson able to purchase an interest of the Hillside Coal & Iron Co. for $2,000 a year previous to that?

Mr. STERLING. There was some evidence that it was offered some time before this for $2,000. That is in the record. It is only within a very recent time that these culm dumps have become valuable.

Mr. FARR. May I ask if the Bradley testimony does not show it could be bought for $20,000?

Mr. STERLING. Yes; and that is a profit of $12,000; and if the gentleman is going to rely on that as an essential part of the proof of guilt in this case, it seems to me a profit of $12,000 to these gentlemen, $6,000 to each of them, without having invested a single cent in the transaction, is fairly good.

Mr. FARR. Will the gentleman permit me to say that he said this dump was worth $50,000 or more?

Mr. STERLING. No.

Mr. FARR. Yes; you did.

Mr. STERLING. I stated what this record states right here, and I say I believe that testimony is reliable, and that puts it at $47,000.

Mr. FARR. That is ridiculous.

Mr. STERLING. To show that Judge Archbald considered he had an interest in this culm dump when they came to sell it Mr. Williams wanted a letter of introduction to Mr. Conn, superintendent of the Laurel Lines, and he wrote this letter on September 20, 1911. It is written on the letterhead of the United States Commerce Court, Washington, and reads as follows:

[R. W. Archbald, judge, United States Commerce Court, Washington.]

SCRANTON, PA., *September 20, 1911.*

MY DEAR MR. CONN: This will introduce Mr. Edward Williams, who is interested with me in the culm dump about which I spoke to you the other day. We have options on it both from the Hillside Coal Co. and from Mr. Robertson, representing Robertson & Law, these options covering the whole interest in the dump. This dump was produced in the operation of the Katydid colliery by Robertson & Law, and extends to the whole of the dump so produced. I have not seen it myself, but as I understand it this dump consists of two dumps a little separate from each other, but all making up one general culm or refuse pile made at that colliery. Mr. Williams will explain further with regard to it if there is anything which you want to know.

Yours, very truly,

R. W. ARCHBALD.

You will note the letter says, "Mr. Edward Williams, who is interested with me."

Now, that transaction failed, as I have said, because Conn's attorney expressed some doubt as to the title.

Then, you will find, according to the record, that a little later May prepares articles of agreement and sends them to Mr. Bradley with a letter, asking him to examine them, submit them to Mr. Williams, and, if Mr. Williams is satisfied, to return the articles, and he will submit them to the company for approval, and if satisfactory, they will sign up.

That was sent to Bradley on one day, and the next day Archbald sees Bradley at the depot and asks him to call that off, that some complications have arisen, and they had better stop the negotiations, and also writes him a letter to the same effect, in which he tells him the transaction will be withdrawn on account of certain complications. No one knows what complications were referred to, excepting there had appeared in the newspapers in the meantime this scandal about Judge Archbald's relations with persons who had litigation in his court. And I think it was concluded by the committee that the reason the transaction was withdrawn was because it had become public.

Mr. FARR. Was the gentleman basing that statement on the evidence of Capt. May?

Mr. STERLING. I stated I concluded from the evidence that it was withdrawn because the scandal had become public. Now, that is my conclusion. There is not anything in the record stating that was why it was withdrawn.

Mr. FARR. Is there not a statement in opposition to that by Capt. May himself?

Mr. STERLING. I think there is, but I do not believe it. No complications had arisen in the meantime at all. The only reason was that the scandal had become public.

I want to call attention briefly to article 2. That charges that Judge Archbald for a consideration joined with George M. Watson, an attorney at Scranton, Pa., to settle certain litigation that was then pending in the Interstate Commerce Commission, and to also sell the stock of a certain washery at Scranton to the Delaware, Lackawanna & Western Railroad Co. The Marian Coal Co. was a corporation operating a washery near Scranton. They had become involved in litigation, and they desired to sell their property. They had also, previous to that time, filed a suit in the Interstate Commerce Commission, claiming a large sum of money from the Delaware, Lackawanna & Western Railroad Co. for overcharges in rates. That litigation, as I have said, was pending in the Interstate Commerce Commission. They desired to settle it with the railroad company and wanted to sell out their washery, or their two-thirds interest in the stock of the corporation, and get out of the business. One day this same Williams came to William Boland, who was the man who had charge of the washery, and said to him, "George Watson can settle your lawsuit and sell your property." William Boland is a brother of Christy Boland, who was a banker and real estate man. Williams talked it over with him also. The conversation resulted in Christy Boland going to see George M. Watson and talking the matter over with him.

Watson said, and Boland also said, that he stated to Watson that he would take $100,000 for their claim in the court and for their two-thirds interest in the stock of the Marian Coal Co. They also talked of the fee they were to pay Watson, and it was agreed that Watson was to have $5,000. Christy Boland said to Watson, "I will go and see my brother, and, if satisfactory to him, I will agree that you shall have $5,000." The Bolands agreed between them that Christy should go back and make a definite arrangement with Watson that they would pay him $5,000 if he would settle that suit and sell the property to the Delaware, Lackawanna & Western Railroad Co. for $100,000.

But they said further to Watson, "We will take less, but you can put the price at $100,000." Watson said he would undertake it. The very next day Christy Boland received a call from Judge Archbald's office by telephone.

He went immediately to the office of Judge Archbald in the Government building. Archbald and Watson were there together. They talked over the arrangement the Bolands had made with Watson. Archbald said to Boland, "Now, I understand you have agreed to pay Watson $5,000?" and Boland said he had. He says, "There ought to be some evidence of that agreement in writing. It would be better now if you would give Mr. Watson an agreement in writing to the effect that he is to have $5,000 for his services in making this settlement and selling this property." Christie went to see his brother and got an agreement to pay $5,000 and took it back and delivered it to Watson.

Now, I conclude, and I believe every member of the committee concludes, from the evidence in this case and the circumstances surrounding the transaction and from events that followed that meeting in the judge's office, that Watson and Judge Archbald had agreed then and there to take it upon themselves to settle this case, and that Judge Archbald was to have a share in the fees. Of course the absolute truth of that is in the bosoms of Watson and Archbald and nowhere else. But I will cite the circumstances surrounding the case, and I believe you will conclude from all the evidence that Judge Archbald, just as ardent, just as earnest, even more eager, apparently, to produce results in this proposed deal with the railroad company than Watson, was, in consideration of such services, to have at least some of the pay that it was agreed should go to Watson.

Within a week—I believe sooner than that—Judge Archbald met Mr. Loomis on the streets of Scranton. Mr. Loomis is the vice president of the Delaware, Lackawanna & Western Railroad Co., and Mr. Reese A. Phillips is the superintendent of the coal-mining department of that company. Mr. Truesdale is the president. Archbald met Loomis on the street and had a talk with him about this matter and told him he ought to settle; that "now is a good time to settle with the Bolands that lawsuit that was pending in the Interstate Commerce Commission" and to buy the controlling interest in the Marian Coal Co.

Now, mark, gentlemen; at that time the Delaware, Lackawanna & Western Railroad Co. had suits pending in the Commerce Court, of which Judge Archbald was one of the judges. This Boland case that had been brought against that railroad company was then pending in the Interstate Commerce Commission. However it was decided, it had not been decided at that time; but whatever the result in the Interstate Commerce Commission, it was almost certain to go to the United States Commerce Court. This railroad company knew it. This railroad company and these officials knew that they had litigation pending at that time in the Commerce Court, and they knew that they would probably very soon have another, the Boland suit for excessive rate charges, in that same court, of which Judge Archbald was a judge.

Judge Archbald, knowing all those facts and circumstances, proceeds ardently and eagerly to see Mr. Loomis, the vice president of the company, and urges the company to settle the case. That is not all. He telephones for Mr. Phillips, the superintendent of the coal mining department of the railroad company, to come to his house. Phillips forgets to come at the appointed time and Archbald calls him up again, and then Phillips goes over to his house and they talk over a settlement of this case and the sale of this stock to that railroad company.

But that is not all. I want to refer you to some of the letters. Before doing that I will state that Loomis, after he had a talk with Archbald, went to the headquarters of the coal mining department of the railroad company, at Scranton, to see Mr. Phillips, who was not there; but he left word for Phillips to take the matter up with Watson. You see, Archbald had told Loomis, when he met him on the street, that Watson had the matter in charge.

In a few days Phillips came back, and the man in charge of the office in his absence told Phillips that Mr. Loomis, the vice president, had left orders there for them to take the matter up with Watson, and Mr. Phillips did so, and then wrote to Loomis.

The report of Phillips was adverse. That is, in his estimate the property was not worth nearly $100,000.

But let me not overlook another fact. This man Watson did not price the property to the railroad company at $100,000. He priced it at $160,000, although the Bolands had told him to price it at $100,000, and told him they would take even less than that.

I want to call attention to another sort of testimony, on which I myself do not rely and on which I do not ask anybody in this House to rely. Christy Boland testified that when he found out that Watson had asked $161,000 for the property he asked Watson why he had priced it at that high sum, and Watson said to him "There are some other gentlemen who will have to be taken care of. I have got to divide this surplus up among four persons." He said, "Who are they?" Watson reluctantly told him, and he said Judge Archbald, Mr. Loomis, Mr. Phillips, and himself. Now, Christy Boland testified that Watson told him that. I believe that Watson told it, but I have not very much faith in the testimony of this man Watson, and I myself do not base any conviction that I have on that fact, and I would not ask any Member of the House to base any conviction on that. It only illustrates the kind of a man Watson is.

Mr. BUTLER. He wanted to divide his crime with some one else.

Mr. STERLING. Although I am sure this man—Christy Boland—was telling the exact truth when he testified to the conversation which he had had with Watson.

Now, let me call your attention to the letter which Judge Archbald wrote. Loomis's home was in New York. Phillips's report to Loomis was adverse, and after they had had some correspondence, which you will find on page 1134 of series 9, Mr. Loomis writes this letter to Judge Archbald:

SEPTEMBER 27, 1911.

MY DEAR JUDGE: As per our recent interview, I instructed our people to call on Attorney Watson in connection with the Boland case, and I find there is little, if any, prospect of our reaching any settlement of this case, owing to the very great difference of opinion as to the merits of Mr. Boland's claims and the value of his properties.

Thanking you, however, for your good efforts in this direction, I am,

Very truly, yours,

———— ————.

That was signed "E. E. Loomis" and addressed to "R. W. Archbald, Scranton, Pa."

Judge Archbald and Watson were not to be put down by that proposition, and so Judge Archbald on September 28 replied to Loomis in this way:

SCRANTON, PA., *September 28, 1911.*

MY DEAR MR. LOOMIS: I am very sorry to have your letter stating that you have not been able to effect a settlement with Mr. Boland. I trust, however, that the matter is still not beyond remedy. And if I thought that it would help to secure an adjustment I would offer my direct services. I have no interest except to try and do away with an unpleasant situation for both parties, and I hope that this still may be possible.

Yours, very truly, R. W. ARCHBALD.

That was written on paper of the United States Commerce Court.

Now, evidently after Archbald had received the letter of the 27th from Loomis, Watson and Archbald had a conference, because Watson on October 2, 1911, writes this letter to Loomis, in which he says:

OCTOBER 2, 1911.

Mr. E. E. LOOMIS,
Vice President Delaware, Lackawanna & Western Railroad Co.,
90 West Street, New York City.

DEAR SIR: In relation to a matter existing between the Marian Coal Co. and your road and coal department, and also a claim against the traffic department of your road which I have had under consideration here and with which I presume you are more or less familiar, I decided after a conference with your Mr. Phillips, of the coal department, to ask for a meeting with you and the president of your road, Mr. Truesdale, if convenient, at the earliest time you could find your way clear to meet me either in New York or Scranton. If you will kindly advise me either by wire or letter, I will hold myself in readiness to meet you on a few hours' notice.

I am, very truly, yours, G. M. WATSON.

The SPEAKER. The time of the gentleman from Illinois has expired.

Mr. BUTLER. How much time would the gentleman from Illinois like to have?

Mr. STERLING. I think I could finish in 15 minutes.

Mr. BUTLER. I ask that the gentleman's time be extended 15 minutes.

The SPEAKER. The gentleman from Pennsylvania asks that the time of the gentleman from Illinois be extended 15 minutes, is there objection?

There was no objection.

Mr. STERLING. Mr. Speaker, after these letters were written by Watson and Archbald to Loomis, they succeeded in arranging an interview with the president and vice president of this railroad company. Watson was to meet them at Scranton and lay his proposition before them and state to them the basis of their claim. Watson says in anticipation of that meeting he wired Judge Archbald here at Washington to know when and where he could meet him, and he says that the only purpose he had in coming to Washington was to get certain papers in what was known as the Meeker case, and which had been decided by the Interstate Commerce Commission a short time before. Watson evidently is not telling the truth about that. We know that from the date of a telegram which he sent to Judge Archbald on the 6th. This conference with Truesdale, Loomis, Phillips, and Watson was on the 5th of October at Scranton. I believe that is true because Mr. Loomis produces a letter in which he has a memorandum saying "Met Watson at Scranton, October 5." This telegram which Watson sent to Archbald is dated on the 6th. So that as a matter of fact Watson met these gentleman there as they agreed on and he proceeded to lay his case before them. He did not get any encouragement or any indication that they were going to accept his exorbitant price. Then the next day desiring another conference with his associate in the transaction, Judge Archbald, he sent the telegram. He wanted to come down and tell him what had occurred, and advise with him as to the next step. Anyhow, that is the order of events as we get it from the evidence, and as I believe all the committee understand it.

Now, let us see about this visit of Judge Archbald coming to Washington. I think he testified falsely when he said he came down here to get these papers to have them present at the conference so that he would be fortified in his claim about overcharges for rates. The conference had occurred before that and he wired Judge Archbald the next day, and then on his way down here he wired again asking him to meet him at the Raleigh Hotel.

He came down here, I think getting here on the 7th. When he got to the Raleigh Hotel, Judge Archbald was waiting for him on the outside. They went together up to the rooms of the Commerce Court and talked the matter over there for some time. Mr. Watson says he simply was here to get the papers, which was not true, because he had had the conference the day before. He gives no reason, except this false reason, why he made that hasty trip here to see Archbald. Watson is worthy of belief in those instances where he testified adversely to Judge Archbald, because he is an adverse witness. Evidently from his testimony and his manner he did all that he could in favor of Judge Archbald, and said just as little as he could against him.

With these telegrams and this correspondence fortifying certain things that Mr. Watson said—he is an important witness, although I say frankly that I believe he was not altogether a truthful witness—taking into consideration the fact that Mr. Watson when he got in this deal went to Judge Archbald's office and called Christy Boland in to confer with him about it, Archbald being the man who insisted upon the contract for fees being in writing, and then taking into consideration the fact that he took it up and urgently pursued the settlement and sale day after day and week after week by correspondence and personal interviews with the officers of the railroad company, who then at that time had litigation in his court, who then at that time had litigation before the Interstate Commerce Commission which was almost certain to come to his court, we concluded that Judge Archbald used the influence which accompanies him by virtue of being a judge of that court in which these cases were pending to induce this railroad company to settle this suit and to buy this stock.

Mr. FARR. Did the railroad company buy it?

Mr. STERLING. No; it did not buy it; and it makes no difference whether it bought it or not. That simply proved, not that he did not use his influence, but that his influence was futile. That is all.

Mr. BOWMAN. Mr. Speaker, will the gentleman yield for a question?

Mr. STERLING. Yes.

Mr. BOWMAN. The gentleman has heard all of the testimony. Does he think that this man was the guilty party, using these others or that they were using him? I have a purpose in the question. This man has borne a good reputation and he comes from one of the very best families in that district. I

have always thought well of him, and I have had no time to examine the matter until now. I ask the gentleman's opinion as a lawyer and judge.

Mr. STERLING. My opinion is indicated by the fact that I agree with this report which the committee made in this case. I want to say frankly to the gentleman that it is no more of a task for him to vote Judge Archbald guilty than it is for me. It is no more of a task to the gentleman from Pennsylvania [Mr. FARR], who represents Judge Archbald as one of his constituents in this House, than it is for me. As I said to him in the beginning, I was impelled by the force of the testimony in this case to find that he ought to be impeached, and I believe that this House would be derelict in its duty if it did not impeach. Bear in mind that even though some of these transactions, or all of them, were transactions that you and I as private citizens or any person as a private citizen could have carried out with perfect propriety, yet, when done by a judge, by a high judge of a high court, who had at the time litigation pending in his court over which he had control and power to decide, even though these things did not influence his judgment, I say to you that it was such impropriety, such an utter disregard for judicial ethics and the duties of the position which he occupies, that he is not fit to be a judge.

Mr. Speaker, there are other counts equally important with these. The gentleman from Arkansas [Mr. FLOYD], and the gentleman from North Carolina [Mr. WEBB], and the gentleman from Ohio [Mr. HOWLAND], and other gentlemen of the committee are better qualified to detail the facts than I am. The thirteenth article, the last one, is a general omnibus count in which we have sought to cover by a general statement all of the facts, all of the charges, contained in the other 12 counts. It is a general statement of all these transactions which extend over the whole history of this man's life since he went on the bench. His desire to mingle with the class of men with whom he did mingle, to take as his associates the rounders of Scranton, who seem to have no fixed business, and who were simply looking here and there for easy money wherever they could find it, take into consideration the fact that he took into partnership with him that class of men and carried on business with them, thus permitting them to use his high office and the influences which go with it for commercial purposes, and you will agree with me that it disqualifies him for the high office which he holds.

Mr. MOORE of Pennsylvania. I desire to ask the gentleman as to the procedure under which the House now acts? The resolution which we are considering is House resolution 524, which provides that the Committee on the Judiciary shall have power to send for witnesses and papers, and so forth. Do I understand——

Mr. MANN. That is not the resolution that we are considering. We passed that a long time ago. That is one of the unfortunate errors of the clerk.

Mr. MOORE of Pennsylvania. I want to know as a layman whether we vote now upon the guilt or innocence of Judge Archbald, or whether we vote to send him to trial.

Mr. STERLING. We do not determine the innocence or guilt of Judge Archbald. We determine whether or not there is a reasonable ground to believe he is guilty of these charges. It requires the degree of proof that justifies an indictment before a grand jury. This is simply a proceeding to determine whether or not Judge Archbald should be committed to trial to determine the question of his innocence or guilt. Whatever this House may do, if it votes to carry this resolution, it does not prove at all that Judge Archbald is guilty. It just says that the House is of the opinion that he ought to be tried, and that the evidence is sufficient to justify such trial.

Mr. BUTLER. In other words, presents him for trial.

Mr. MOORE of Pennsylvania. Then we are in this position, that charges have been made against a member of the judiciary and witnesses against him have been heard by the Committee on the Judiciary and that committee now reports that he ought to be tried for the offenses charged against him.

Mr. STERLING. That is what it amounts to.

Mr. MOORE of Pennsylvania. Then a vote to-day in favor of the resolution now before the House means that we do not determine his guilt or innocence, but merely send him to the Senate for trial.

Mr. STERLING. That is true.

Mr. MOORE of Pennsylvania. And that one side having been heard an opportunity is now given to the judge to be heard, so a defense may be entered if he desires to be so heard?

Mr. STERLING. Yes.

Mr. Speaker, in conclusion permit me to say that the course which Judge Archbald pursued disqualifies him from holding that high office. He has repeatedly used his influence as a judge to induce litigants in his court to enter into business transactions for profit to himself. He has sought to commercialize that power which came to him by virtue of his high office. He has obtained credit and made profits from those who have received favorable consideration in his court and from those who hoped, in pending suits, to obtain favorable consideration at his hands. He has brought the office of judge into disrepute and public scandal. The best safeguard to governmental institutions is a wholesome and well-deserved public confidence in men in high places. If that can not be maintained, then those institutions must fail. No other office is held in such reverence in the public mind as that of the judiciary. It is the fountain source of justice. If it be polluted, it will sooner or later be destroyed. It is made the duty of this House to impeach and the duty of the Senate to convict a judge who has brought disrepute upon the office he holds. There is no other means provided by the Constitution by which the people can be relieved from an unjust or a corrupt judge. The people have no other recourse for relief but through this House. I submit it is our duty to vote this resolution. We do not ask you to measure Judge Archbald by the standard of your highest ideals. Measure him only by the average judge and you will find that he falls far short of the requirement. He seems to have lost a proper sense of the duties and responsibilities of the office which he holds. He has failed to appreciate the proprieties which attach to his position and has brought discredit on and destroyed confidence in himself as a judge.

Mr. CLAYTON. Mr. Speaker, I ask the gentleman from North Carolina [Mr. WEBB] to occupy some time.

Mr. WEBB. Mr. Speaker, some complaint has been made, at least by one Member, that the Judiciary Committee and the House itself have not acted quite fairly toward this judge in that an effort has been made to press and carry through rapidly these proceedings and not give the judge a chance to be heard. In all fairness I want to say that is not a just criticism. The Judiciary Commiftee for five or six——

Mr. MOORE of Pennsylvania. Mr. Speaker, if the gentleman will allow me—of course I am unable to determine to whom the gentleman refers—I have listened with very great care to everything that has been said up to date and have certainly not heard any Member of the Pennsylvania delegation offer any criticism whatever in regard to the action of the Committee on the Judiciary. We understand that a full and fair hearing of one side of the case was had. There has been no criticism either as to the fairness or courtesy of the Committee on the Judiciary, and I would like to disabuse the gentleman's mind of that thought.

Mr. WEBB. In answer to my friend, Mr. Speaker, I want to say that a part of his statement is not correct. A full and fair opportunity was given to Judge Archbald by our committee to present his side of the case, and, in addition to that, Mr. Speaker, the Committee on the Judiciary examined every friend as a witness that the judge had in these transactions. In fact, in my opinion, every witness that we examined during six long, patient weeks was biased in favor of the judge, except one or two, who were more or less immaterial. We had to go into the camp of the judge's friends to get the testimony in this proceeding, and every person whom we heard who might know something to throw material light upon these charges we subpœnaed regardless of his biased feelings toward the judge. We also gave the judge himself the privilege of being present at all the hearings, with four lawyers, to cross-examine to the fullest extent every witness who was put upon the stand. At the conclusion of the testimony the judge himself was offered the opportunity to go upon the stand and explain, if he saw fit, these transactions and these charges that were made against him, but for some reason best known to himself he declined to go upon the stand in his own behalf and be examined and cross-examined.

I want to say to the House that there never has been, in my opinion, in the history of judicial investigations a fairer and, I might say, a more kindly investigation than this investigation of these charges against this judge. More, we felt sympathy for him. I do myself, and regret that charges have been preferred, and regret that I had to be one of the examiners in the case. We did not enter into the investigation as prosecutors; we went into it as investigators determined not to seek one iota of testimony that was unfair to this judge, but anxious that all the facts, from whatever source they might come, should be put in the record, and that this House might have them and the committee might get the advantage of them. This is what the House instructed us to do, and we have performed our task fairly, impartially, and as fully as possible under all the circumstances.

Mr. KENDALL. Mr Speaker, will the gentleman yield?

The SPEAKER pro tempore. Does the gentleman from North Carolina [Mr. WEBB] yield to the gentleman from Iowa [Mr. KENDALL]?

Mr. WEBB. I do.

Mr. KENDALL. Did the gentleman make the statement to the House that the committee invited Judge Archbald to appear before it and he declined to do so?

Mr. WEBB. Judge Archbald, by courtesy of the committee, did appear before the committee from the first taking of testimony to the last; and at the conclusion of all testimony, which testimony was heard by the judge and the four lawyers representing him, the judge was given an opportunity to become a witness in his own behalf, which invitation he declined. So, I say again there has been absolutely no unfairness toward Judge Archbald. We have tried to take no advantage of this judge in his judicial position, but sought to do him justice at every step in the case. We have gone into the case as investigators and not as prosecutors.

Now, as to the law upon the question, I shall discuss it but briefly. Some one has suggested that there are no crimes punishable under the criminal law alleged in these 13 articles. For my part I believe that is correct. I think the gentleman from Pennsylvania [Mr. BUTLER] asked the question. I doubt very much if you could sustain a criminal indictment under the common law or under the law of the United States against this judge on the charges set out in these articles. But gentlemen well know that that is not necessary in an impeachment trial. It has been held over and over again that it is not necessary to charge an officer with a criminal offense in order to impeach him. Impeachment is in the nature of a political trial and covers all those acts of improper conduct or misdemeanor not covered by the criminal law as well as those offenses denounced by the criminal law. If that were so, if we had to charge a man with a crime punishable under the criminal law of State or Nation, it would be very rare that the Senate of the United States would impeach an officer.

Mr. TRIBBLE. Have you any authority on that question?

Mr. WEBB. I will say to the gentleman that every constitutional writer from Blackstone down to Tucker states that.

Mr. TRIBBLE. Are you going to read from them?

Mr. WEBB. I am not going to take the time to read the authorities fully, but will cite two or three briefly, viz:

Woodlesson in 1777 said:

It is certain that magistrates and officers intrusted with the administration of public affairs may abuse their delegated powers to the extensive detriment of the community and at the same time in a manner not properly cognizable before the ordinary tribunals. On this policy is founded the origin of impeachments, which began soon after the Constitution assumed its present form (p. 355).

Rawle, in his work on the Constitution, said:

The fondness frequently felt for the inordinate extension of power, the influence of party and of prejudice, the seductions of foreign States, or the baser appetite for illegitimate emoluments, are sometimes productions of what are not unaptly termed "political offenses" (Federalist, No. 65), which is would be difficult to take cognizance of in the ordinary course of judicial proceeding.

The involutions and varieties of vice are too many and too artful to be anticipated by positive law.

Judge Story says on this subject:

In examining the parliamentary history of impeachments, it will be found that many offenses not easily definable by law and many of a purely political character have been deemed high crimes and misdemeanors worthy of this extraordinary remedy.

Tucker says:

These two cases, therefore, show that the words "high crimes and misdemeanors" can not be confined to crimes created and defined by a statute of the United States.

In a footnote to Fourth Blackstone (p. 5, Lewis's Ed.), Christian says:

The word "crime" has no technical meaning in the law of England. It seems, when it has a reference to positive law, to comprehend those acts which subject the offender to punishment. When the words "high crimes and misdemeanors" are used in prosecutions by impeachment, the words "high crimes" have no definite signification, but are used merely to give greater solemnity to the charge.

In Cooley's Principles of Constitutional Law it is said (p. 178):

The offenses for which the President or any other officer may be impeached are any such as in the opinion of the House are deserving of punishment under that process. They are not necessarily offenses against the general laws.

In his work on the Constitutional History of the United States, George Ticknor Curtis says (vol. 1, pp. 481–482):

But a cause for removal from office may exist where no offense against positive law has been committed, as where the individual has, from immorality or imbecility or maladministration, become unfit to exercise the office. The rules by which an impeachment is to be determined are therefore peculiar and are not fully embraced by those principles or provisions of law which courts of ordinary jurisdiction are required to administer.

In Watson on the Constitution (vol. 2, p. 1034) it is said:

Congress has unhesitatingly adopted the conclusion that no previous statute is necessary to authorize an impeachment for any official misconduct. In the few cases of impeachment which have hitherto been tried, no one of the charges has rested upon any statutable misdemeanors. An examination of the English precedents will show that, although private citizens as well as public officers have been impeached, no article has been presented or sustained which did not charge either misconduct in office or some offense which was injurious to the welfare of the State at large.

The American and English Encyclopedia of Law says:

In each of the only two cases of impeachment tried by the Senate in which a conviction resulted the defendant was found guilty of offenses not indictable either at common law or under any Federal statute, and in almost every case brought offenses were charged in the articles of impeachment which were not indictable under any Federal statute and in several cases they were such as constituted neither a statutory nor a common-law crime. The impeachability of the offense charged in the articles was in most of the cases not denied.

Mr. CLAYTON. If the gentleman from North Carolina [Mr. WEBB] will pardon me, the gentleman from Georgia will find, beginning at page 17 of the report No. 946 in this case, printed in the RECORD of July 8, 1912, a comprehensive review of the law on the subject of impeachment, quoting from every commentator on this subject and from other law writers. I think it will give him all the information he desires.

Mr. TRIBBLE. I will ask the chairman of the committee if he agrees with the gentleman from North Carolina [Mr. WEBB] that there was no criminal offense committed by Judge Archbald?

Mr. CLAYTON. I think it is not necessary to determine.

Mr. TRIBBLE. I did not ask you that question; but do you agree with him on that point?

Mr. CLAYTON. I do not, if I understand the question. I think an impeachable offense is such conduct on the part of the judge as to be the antithesis of good behavior.

Mr. TRIBBLE. I agree with you on that proposition, and I expect to vote for the impeachment trial. I want to be sure I am right in so doing, and I want to bring out all the facts.

Mr. CLAYTON. Will the gentleman let me answer his question?

Mr. TRIBBLE. But you are not answering mine.

Mr. CLAYTON. Then I misunderstood you. I think an impeachable offense, on the part of a judge, is bad behavior, for the tenure of the office of a Federal judge is fixed at "during good behavior," and I think the judge need not necessarily be guilty of either a criminal offense by statute or under common law, and there are no common-law offenses against the United States. If he is guilty of such misbehavior as constitutes the antithesis of good behavior, he may be impeached, and if you will read Watson on the Constitution, and all these authorities I have cited, you will find that he and others say that high crimes and misdemeanors mean misbehavior and the like in office. Watson says:

Synonymous with the term "misdemeanor" are the terms "misdeed," "misconduct," "misbehavior," "fault," "transgression."

Mr. WEBB. Mr. Speaker, I repeat that it is absolutely not necessary that we should allege that a civil officer of the United States has been guilty of a violation of the criminal law before he can be impeached. If we should hold such view, what criminal law do you mean? High crimes and misdemeanors against what sovereignty, what Commonwealth, what nation? In some States public drunkenness would be a misdemeanor, punishable by imprisonment or fine; in other States it would not be. In one State an act might be a crime or a misdemeanor; in another State it might not be so. So you would get into a maze of legal questions from which we could never extricate ourselves if you were to hold that before you could impeach a civil officer of the United States he must be guilty of a crime, punishable by the criminal law of a State or nation. The House and Senate are the sole judges of the sufficiency of impeachment charges, whatever may be the nature of such charges.

Every impeachment trial from the beginning of the Government to the present involved acts on the part of the officer impeached which were not violations of any criminal law, and no man has ever been impeached except upon charges which did not involve a violation of the criminal laws of the country. So that I shall not give further time to the discussion of that phase of the question.

Some gentlemen think that we have alleged in these 13 articles facts which make this judge guilty of a criminal offense, if those facts are proven. But that is not an important consideration with respect to this case so far as the legal side is concerned. What I want to discuss is the charges in three or four of these articles. The report of the committee covers the ground generally and pretty thoroughly. Judge STERLING has argued two or three of the articles carefully and in detail, and I will take up three or four that he has not mentioned.

In the first place, gentlemen of the House, this judge, with his other human frailties, seems to have been consumed as soon as he went on the bench with a desire to make money. To start with, he is insolvent. He has nothing but his salary. The evidence shows that he has a home in Scranton, Pa., but it is

mortgaged to its full value, and therefore he has nothing but the salary which he draws, and he has a large and, I suspect, expensive family. The evidence in this case, if you will read it carefully, convinces any fair-minded man that the judge, through all of his official career, from the time he was put on the district court bench in 1901 until now, has used, not openly and not with that purpose written on his requests, but has used his position from all the evidence and all the facts, as judge both of the district court and of the Commerce Court, in order to drive good bargains and to make money.

It is true that he has not made much. He had many wires set, but he was "flushed" by this investigation just before the money began to come in. These charges were investigated by the Department of Justice last spring, and many of his well-laid schemes were frustrated when he and his associates got wind of the quiet investigation. I say this because the conclusion is irresistible from the testimony that the judge has used his official position as a judge to aid him in his efforts to make money. All through this testimony you will find that every letter that he wrote, trying to make these bargains with the railroads that had at the time cases in his court and which were at his mercy, was always written on the official paper of the United States Commerce Court.

Mr. BOWMAN. Mr. Speaker, will the gentleman yield?

The SPEAKER pro tempore. Does the gentleman from North Carolina yield to the gentleman from Pennsylvania?

Mr. WEBB. I will yield for a question.

Mr. BOWMAN. I had not seen the evidence until this morning, but I notice the communications run for over eight years. Is not the gentleman satisfied from the evidence that really the judge was imposed upon by these men, rather than that he was using them as his servants?

Mr. WEBB. Now, the gentleman has asked me a frank question, and I am going to answer him frankly. If Judge Archbald can be imposed upon by an old man who came from Wales and has lived in this country for only 20 years, a veritable handmaid and go-between for the judge; if he can be imposed upon by another witness by the name of John Henry Jones, a man of the most meager ability and also from Wales; if the judge can be imposed upon by two such characters as that, he is not fit to sit on the Commerce Court bench.

If my friend had been present at the trial, and had taken a careful look at these two star witnesses, both of them close personal and business associates of the judge, he never would have believed for a moment that these two financial adventurers could have decoyed the judge into any such unbecoming and ugly situations as shown by the evidence.

The contrary is true. The judge used these two handy men, putty in his hand, to do his—I started to say skullduggery work, but I will not use that word exactly—to carry out his schemes by which he expected to make much money for himself by use of his high position.

To illustrate: The gentleman says that these transactions cover eight or nine years. They do. This judge was put upon the district court bench, probably the last appointment which that great man, Mr. McKinley, ever made, in the spring of 1901. It was a recess appointment. Between the time the appointment was made in recess and the following meeting of Congress Mr. McKinley was assassinated and Mr. Roosevelt became President. In December, 1901, Mr. Roosevelt reappointed Judge Archbald.

We have not gone further back than 1908. From 1908 to the present we have shown that he has been acting improperly and violating good judicial ethics by prostituting his official position for personal profit and otherwise.

Remember that the Constitution does not require that we must find this man guilty of crimes and misdemeanors. Our forefathers knew what they were doing when they framed this great instrument, and they used this language:

> The President, Vice President, and all civil officers of the United States shall be removed from office on impeachment for and conviction of treason, bribery, or other high crimes and misdemeanors.

The word "misdemeanors" there, as you will find from the authorities, has not the meaning of criminal offense. "Misdemeanor" is none other than misbehavior, misconduct; and for any misbehavior, any misconduct, the House may impeach and the Senate may remove any judge from office, because a little further on in the Constitution, section 1 of Article III says:

> The judges, both of the Supreme and inferior courts, shall hold their offices during *good behavior*.

Good demeanor. And if the Senate and House think this judge's conduct has violated the injunction that he shall hold his office during *good behavior* and good demeanor, then he is removable from office, and should be removed.

I take up now the impeachment Articles VIII and IX. In 1908 a man by the name of Peale sued the Marian Coal Co. in Judge Archbald's court at Scranton, Pa. During the pendency of that case before this particular judge, John Henry Jones and Edward J. Williams called upon the judge to make with him a deal. Now, mark you, Jones and Williams told the judge that they were interested in the purchase of a large tract of timberland down in Venezuela and that it looked like a very good proposition. The judge eventually went into the deal with John Henry Jones and Edward J. Williams, two very ordinary men, who I know Judge Archbald would not permit to go into his house on social terms. I doubt if they ever went into Judge Archbald's house, either socially or otherwise. In December, 1908, he drew a note for his part of the stock in this scheme in Venezuela, a note for $500. Drawing notes by Judge Archbald did not mean at that time—and does not mean at this time—that he could get the money on them, because I assert again that the judge is insolvent, in my opinion, and I formed this opinion from the evidence.

The evidence shows that if you sued him to-day your judgment could not be collected from him in the courts of Pennsylvania.

Mr. KENDALL. How much stock was he to get for this $500 note?

Mr. WEBB. He was to get $500 worth of stock in the scheme, Mr. Williams testified. Jones testified that he made the note as an accommodation for him and as a friendly act. At that time the judge's note was valueless in the common commercial channels. I mean by that that if the judge's note went to any bank whose business it was to loan money the bank would turn it down and would not regard it as good commercial paper.

So on the very day that the note was drawn by Judge Archbald, made payable to himself, signed by John Henry Jones, also an insolvent, and indorsed by Jones and Williams and Judge Archbald, all three being insolvent, they started out to get the money on it. Whom did they go to? Old man E. J. Williams says that he knew the Bolands owned the Marian Coal Co., which was at that time a defendant in Judge Archbald's court. John W. Peale was plaintiff and the Marian Coal Co., owned by the Bolands, was defendant. Williams says that he knew the Bolands were defendants in Judge Archbald's court the day that he went to them to get the money on the note. He says that he never went to the Bolands before in his life to get them to cash or discount a note. At any rate, he went to them knowing they were defendants in Judge Archbald's court. More than that, the very day the note was drawn in the judge's chambers in the Federal Building in Scranton, Pa., old man Williams said to the judge, "I am going to take this note to the Bolands." Mark you, this man Williams, if there ever was a biased witness in favor of a man it was he in favor of Judge Archbald. He said everything upon the stand to shield this judge. Why, the judge paid his expenses here to Washington when he came to testify, supposedly, against the judge.

Mr. FARR. He did that out of the kindness of his heart.

Mr. WEBB. Ah, I do not know whether it was out of the kindness of his heart or not. Williams could have asked the marshal who subpœnaed him to pay his fare. On the very morning after he was subpœnaed we find Williams sitting in the judge's office at his chambers in the Federal building at Scranton, Pa., discussing this investigation, and in less than two hours after that the judge starts to Washington and meets Williams at the depot and buys Williams's ticket to Washington. Is not that right?

Mr. FARR. Will the gentleman permit me to answer?

Mr. WEBB. Certainly.

Mr. FARR. Mr. Williams had no means to get to Washington and Judge Archbald gave him money out of his pocket that he could not afford to give him and paid his fare to Washington.

Mr. WEBB. Old man Williams is smart. If he had not made that excuse his conduct and the Judge's would have smacked of bribery. He had to make some excuse, and that was it.

Mr. FARR. One of the great troubles in this case is that you gentlemen do not know Judge Archbald and that the personal element can not be recognized and put in this case. If it were, the findings would have been entirely different.

Mr. WEBB. If the gentleman from Pennsylvania had proposed to make himself a witness, we would have heard him patiently as to what he knew of the judge and these transactions. We heard for five weeks the character of the man from the witnesses we had before us, and if the gentleman thought differently he could have come before the committee and given his side of the case. I do not know what manner of man Judge Archbald is, except from the testimony before the committee.

I have absolutely no unkind feeling against him. I do not profess to be any better than anybody else, but I know that if I had been indicted before a high committee of the Congress of the United States and knew that certain witnesses with whom I had been in close relations were coming to testify against me, I would have sacrificed my right arm before I would have bought the witness's railroad ticket on which he was to come to my trial. The judge was in conference with old man Williams and with John Henry Jones on the day after they were subpœnaed to come here; the judge paid old man Williams's fare here; and old man Williams was the most partial witness for the judge you ever heard on the stand. I therefore affirm again what I said in the beginning, that we examined anybody and everybody connected with these charges, and all were the judge's friends.

Getting back to the $500 note which was drawn by Judge Archbald in the judge's chambers in Scranton, Pa., the judge knew that the Bolands were defendants in the suit at that time and old man Williams knew it, too. The judge had made some preliminary orders in the case prior thereto.

Mr. FARR. Does the gentleman say that the judge drew up the note or signed the note?

Mr. WEBB. I assert that the judge drew the note.

Mr. FARR. But he was not the signer.

Mr. WEBB. No; the note was signed by John Henry Jones, payable to Archbald, but the judge drew the note in his own handwriting. After it was drawn the judge indorsed it, and so did Williams, and so did John Henry Jones, and then the note started out on its doubtful course to become discounted.

Mr. FARR. Is there anything in the evidence to indicate that Judge Archbald did that for other than a kindly feeling?

Mr. WEBB. Yes; old man Williams swore that he put $500 into this Venezuelan transaction, hoping it would yield him big returns upon his speculation.

Mr. FARR. Is it not the evidence that it was to pay John Henry Jones's expenses on his trip to England in connection with the Venezuela proposition?

Mr. WEBB. I asserted in the beginning that John Henry Jones said that he signed the note, fixed it up as an accommodation, but it makes no difference what was his object. He was going to use his influence as a judge to get it cashed, because he had no financial standing which would have secured the discount. So we have a note indorsed by three insolvent men upon which they expect to get $500 in cash. Who was the first man the note was carried to? Old man Williams said to the judge, "I am going to take this note to the Bolands." The judge knew that he had the Bolands in his power and old man Williams knew that also. What did the judge say? He said to take it to whomsoever he pleased. That is as far as we can get Williams to go, but he did go that far. He said that the judge said to take it to whomsoever he pleased. Straightway old man Williams went to see C. G. Boland and W. P. Boland on the very day the note was made, because the offices of the Bolands are very close to the judge's office. W. P. Boland said no, that he could not discount the note, because he had a case in the judge's court. His ideas of judicial ethics were higher than the judge's. Although this man Boland had made his living digging coal I assert that he had higher ideas of judicial ethics than did Judge Archbald when the judge permitted this old man Williams, a mere handmaid, a henchman, to go to a defendant in his court and ask him to cash a note which was worthless. It was worthless. This note was made four years ago, and it has never yet been paid. It is now in one of the banks in Scranton, and I will tell you soon how they did get it cashed. I have a right to argue that the judge is insolvent, because there is a note for $500 which has been outstanding for nearly four years, upon which payment has been demanded.

The judge has simply asked to be allowed to renew it, and it has been renewed every three months for four years and has not been paid. Yes; Mr. Boland declined to discount it. Both of the Bolands did. Then where did it go? Williams went to a bank to get it cashed. The bank said no; they did not want the paper, and they would not cash it. That is one reason why I tell you that it was worthless commercial paper. All three of them were insolvent. There is no other possible reason why that note would ever be cashed, except through the influence of this United States judge. Old man Williams took it to a bank, and they turned it down. Then he turns it over to this other star witness, John Henry Jones, the signer of the note. John Henry Jones goes wandering around in Scranton from bank to bank, I presume, and finally he is directed to a man named Von Storch, who happened to be the vice president of the Merchants & Mechanics' Bank, a little bank in the suburbs of Scranton, who had no active connection with the bank, whose law office was probably 2 miles from the bank, and who rarely ever visited the bank. Somehow or other this man John Henry Jones gets mysterious wind of the possibility of getting this man C. H. Von Storch to discount this worthless paper. He called on him at his law office, for he was a lawyer. He presented the note, but Von Storch did not know Jones and Williams, and Jones did not know Von Storch. Von Storch did know Judge Archbald, and I will tell you how and why. He swears that he had had cases in the judge's court; and not only that, just a few months before that he had been a defendant in the judge's court, in a case wherein he was sued for $10,000.

The judge, on a question of law, ruled that Von Storch was not liable, and put the case out of court, and in less than a year, I believe it was, we find this worthless note turning up in the presence of Von Storch, begging to be discounted.

John Henry Jones was asked, "Why did you go to von Storch?" He replied, "I do not know." "Who told you to go there?" "I do not know." Well, he did know. Taking all the circumstances and observing the conduct of the man on the stand, you will conclude that he found out some way or other—most likely from the judge himself—that this man von Storch felt that he was under obligation to the judge, and that he, in payment for past favors and possible future ones as attorney, would be willing to discount this worthless piece of paper signed by Judge Archbald; so John Henry Jones immediately rushes into von Storch's office and presents it for discount. Von Storch picked up the telephone when Jones left his office and called the judge and said to him, "Judge Archbald, I have a note indorsed by you and a man named Williams and a man named Jones. What about it?" The judge replied, "You will do me a great favor if you will cash it." Williams, Jones, and Archbald had never had a piece of paper discounted before in this little bank, had never had an account there before, and von Storch said it was a violation of their custom to discount paper of any kind for men who did not have accounts in their bank. Von Storch felt that he was under obligation to the judge or feared to incur his displeasure by turning down his note. He was a lawyer who appeared in the judge's court, and so he told him that he would discount it. Then von Storch phoned down to the bank to the cashier and told him to cash the note. Von Storch swore that he only did it on account of the judge. Williams went down to get the money, and the cashier of the bank swore he paid the money to E. J. Williams. And ever since, nearly four years, that note has been renewed every three months; and we asked the bank why they did not collect it, and the reply was that it was generally understood in the bank that it would be paid some time. Gentlemen, if you will take the testimony of the witnesses you can not resist the conclusion that the judge had no power in the world to use except his official position to get money on this worthless paper, and he knew it and so used it. Now, there is another transaction—and I am talking too long; I realize that.

SEVERAL MEMBERS. Go ahead.

Mr. WEBB. There is another transaction right in line with this one. That is Article VIII. In 1908 an insurance company was sued by the Old Plymouth Coal Co., which company was owned entrely by one W. W. Rissinger. There were several suits involving $28,000, transferred from the State courts to Judge Archbald's court; and in November, 1908, the cases were ready for trial. Some time during this month—we never could get Rissinger to testify just what time, because he was another very partial witness in favor of the judge—but some time during the month of November, 1908, right while this suit was pending involving the payment of $28,000 to Rissinger who had sued the insurance company, right while that suit was pending in Scranton before Judge Archbald, Rissinger concludes he can make a good deal with and for Judge Archbald. Now, Rissinger is a man of ordinary character; he is not a man whom you would think the judge would take in his family to associate with socially—and I doubt if Rissinger ever called upon the judge's home, certainly not socially. He is a man of ordinary intelligence, but pretty smart and shrewd. He goes down to the judge's office and says, "Judge, I have a fine scheme down in Honduras, Central America. I have some papers which give me an option on both sides of a little river for about a mile, and I am informed that gold can be picked up and mined just as you mine coal in these culm dumps here. Now, if you want to get in on this deal I will let you in." Now, the judge knew Rissinger was plaintiff in these $28,000 suits before his court. Rissinger wanted to testify, because it was material, he thought, and came near testifying, that the very first time he presented the matter to the judge he "bit," because Rissinger wanted to put the transaction after the 23d day of November, because on the 23d day of November the suits were terminated and judgment was entered providing that the whole amount should be paid if it was not paid in 15 days, but only a certain

amount should be paid if it was paid within 15 days. So Rissinger was anxious to put the transaction beyond the date of the final judgment so as to show that the negotiations were not going on during the actual trial of the case. Either Rissinger told something that was not so or the judge was a simpleton and ought not to stay upon the bench. Here is a man of ordinary intelligence going into a judge's office and wanting him to sign a note to get $2,500 in payment for stock in a scheme way off in Honduras, and he says he thinks the judge "bit" the first time the thing was presented to him.

Now, that is what Rissinger says, substantially. He says the judge entered into the scheme, a pure venture, the very first time it was presented to him. The facts are, and you can deduce them from the testimony, that during the pendency of this trial this negotiation was going on with this judge. In the open he is sitting on the bench as an impartial arbiter between Rissinger and the insurance company, while in his private chambers he is secretly making a deal for gold-mining stock with this man Rissinger, a plaintiff in his court. Anyway, on the 28th day of November, 1908, the judge dated a note payable to himself and this man Rissinger's mother-in-law, signed by Rissinger himself, and on the back of it R. W. Archbald's, W. W. Rissinger's, and Sophia J. Hutchinson's names appear as indorsers. Now, they start that note out to have it cashed somewhere or anywhere. There is another piece of insolvent paper. And, by the way, I want to say that Mr. Von Storch testified that the only man whose name he considered in cashing the $500 note was Judge Archbald's, and on his account and nobody's else. During the pendency of this trial we have the judge privately negotiating with the plaintiff in the case in a scheme down in Honduras, Central America. And Rissinger very generously offered him, if he would come in on the deal, to give him one-third, saying: "You make the note to yourself and my mother-in-law, and I will go out and get the $2,500, and you shall have a third of this amount in gold-mine stock." It turned out to be a gold brick. So they fix up the note while the case was pending, and when the case comes on for trial, and after Rissinger's evidence was put up, the insurance company demurred, saying that a case had not been made out, and they had arguments by counsel on both sides, and thereupon the judge promptly ruled that Rissinger, his copartner in the deal, had made out a good case and overruled the demurrer. Thereupon the insurance company introduced some testimony.

Mr. FARR. The insurance case referred to had been decided by the court before the Rissinger note was negotiated. Is not that true?

Mr. WEBB. Is the gentleman going to testify?

Mr. FARR. I am asking a question.

Mr. WEBB. No; it was not. I suppose you are reading from counsel's brief in the case and not from the evidence. There are 2,000 pages of evidence. The evidence shows that Rissinger knew the crux of this charge. He wanted to get this transaction beyond the 23d of November, 1908. But it is certain that the negotiations were going on between Rissinger and the judge days or weeks before the note was dated. The note was dated five days after the judgment was entered. Still, it was pending to a degree, because the judgment provided that unless $2,500 was paid within 15 days, which carried it beyond the 1st of December, then the full amount of the judgments should be paid.

Now, they start out with this note to get cash on it. I do not know how many banks it went to. I know this, that Rissinger himself knew the power of the judge's influence, and after he had tried numerous banks in Scranton, Pa., which declined to take the note, before John T. Lenehan came to Washington—and he came before the 1st of December, 1908, and the note was made the 28th of November, 1908—Rissinger presented the note to Lenehan, who had been his successful counsel in his case, and Lenehan promptly declined to cash it. Finally they ran across a bank in Scranton that, after thoroughly investigating the value of Mrs. Sophia J. Hutchinson's property—and she lived up at Pottsville, 25 miles away—and found it was worth $25,000, discounted the note. But before they did it they took a judgment against Mrs. Hutchinson, showing that they did not rely on the responsibility of Judge Archbald in discounting the note; and that note, too, is still unpaid, signed by a United States judge who now sits upon the Commerce Court of the United States. There his note lies in the Bank of Scranton for $2,500, executed nearly four years ago, and not a dollar of it has ever been paid. Rissinger says that he pays $37.50 interest every quarter on the note, and the judge has his stock in the Honduras venture, although he has never paid a dollar for it, though he drew and signed the note for it himself. Now, these are the salient facts on which these three articles are based.

Just one more. In 1911, I believe it was—the 31st of January—Judge Archbald became a judge of the Commerce Court of the United States.

The Commerce Court, as you gentlemen know, passes upon the rights of the people on the one hand and the railroads and their freight rates and passenger rates on the other. That is where railroad cases are tried; and, my friends, it was not 60 days after the judge became a member of this powerful Commerce Court, which has been overriding the Interstate Commerce Commission so often—it was not 60 days after he was appointed upon that bench before he began to dicker for good deals in coal mines and culm banks with railroad litigants in his court.

One of these dickers and deals was an effort to lease from the Lehigh Railroad Packer No. 3, in Schuylkill County, near Shenandoah. Judge STERLING has spoken of some of these deals, and I shall speak of this one. The Girard estate, about which you gentlemen probably know, is an estate controlled by a board of trustees in Philadelphia, and is now worth something like $30,000,000.

That estate owns vast coal fields in Schuylkill County, Pa., and about 13 years ago, or a little over, the Girard estate leased to the Lehigh Valley Railroad Co. most of its coal land holdings in Schuylkill County. The truth of it is that the railroad company had been mining this property for 30 or 40 years under shorter-term leases from this estate. At one time they renewed the leases every 5 years, but by an act of the Pennsylvania Legislature they subsequently were allowed to be renewed every 15 years. A lease was made by the Girard estate to the Lehigh Valley Railroad Co. or Coal Co. about 13 years ago. In this lease was included culm bank or Packer No. 3, containing 472,000 tons of coal.

Judge Archbald, as you will see from the testimony, has been making deals and dickers for other coal banks and coal pits. This deal was only one among many. Now, in this Packer No. 3 deal he had two parties to reckon with. He had first to get the consent of the Lehigh Valley Railroad Co. The Lehigh Valley Railroad Co. owned the Lehigh Valley Coal Co., and the Lehigh Valley Coal Co. made Packer No. 3 bank. I think Judge STERLING has explained what a culm bank is, and therefore I do not care to go into that. Suffice it to say that these banks are very, very valuable. These culm banks contain small pieces of anthracite coal, and, as you know, the anthracite coal supply in the United States is limited, and consequently these banks are becoming more and more valuable every day.

So, the judge's eye coveted Packer No. 3, containing 472,000 tons of valuable coal. He wanted to get hold of it in some way or other, and he knew that the Lehigh Valley Coal Co. had it leased, and he knew also that the Lehigh Valley Railroad Co. was a party defendant in his court at that very hour in what is known as the Lighterage case and the Joint Rate cases.

And I may say this to my friend who wants to know about the Lighterage case, that the Lighterage case was appealed or taken from the Interstate Commerce Commission to the Commerce Court on the 12th day of April, 1911, and the Commerce Court, in which the judge sat, issued an injunction restraining the Interstate Commerce Commission from putting into effect its orders with reference to these lighterage charges in New York Harbor.

On the 26th day of May, 1911, the Commerce Court adjourned until the following October. In the meantime, to wit, June, 1911, the United States and the Interstate Commerce Commission appealed the Lighterage case to the Supreme Court of the United States purely on the question as to whether or not the Commerce Court had the right and power arbitrarily to upset and restrain the operation of the Interstate Commerce Commission's order.

The case did not go to the Supreme Court on its merits, because, if you will take the stenographer's notes, you will find that during the interegnum a motion was made before Judge Archbald and the rest of the members of the court, some time in October or November, asking that testimony be taken in the case, and all through the proceedings Judge Archbald made suggestions that testimony ought to be taken, that they must hear it on the merits, showing that he understood that the case was still before his court on the merits and had only gone to the Supreme Court on a question of law, and none other.

To show you that the judge was right and that he was not "reckoning without his host," the Supreme Court in the last few months decided that very thing, and it went off on a point of law, or was remanded by the Supreme Court of the United States to the Commerce Court to take testimony and hear the case on its merits, and the case is now pending in the Commerce Court, and the Lehigh Valley Railroad Co. is a party to that suit.

Judge Archbald had been present when the case was heard, and he knew that the Lehigh Co. was intimately and closely interested financially in this lighterage case, which was then pending before his court and numbered 39 on the docket of that

court, entitled "The B. & O. R. R. *v.* The Interstate Commerce Commission."

Now, while all those things were fresh in the mind of the judge, while he knew that he had this railroad company in his court, he called on their vice president and general manager, one S. V. Warriner, and said: "Mr. Warriner, you have a culm bank out here that I want to lease from your railroad company."

Mark you, my friends, it has never been the policy of railroad companies owning coal lands to give them up or lease them to anybody, because they who are engaged in that kind of business can make more profit out of them, because they are equipped for working them, and because they ship the coal over their own roads, and one-half or one-third of the profit in coal is in the freight rates.

But what do we find? For the first time in the history of the Lehigh Valley Railroad, so far as we know, and certainly for the first time in its dealings with the Girard estate, Mr. Warriner said, "All right, you can have it."

Mr. Warriner knew that his coal company and railroad company were parties defendant in the judge's court in Washington.

Warriner received letters from Judge Archbald, some written in Washington, some in Scranton, but always written on United States Commerce Court paper, a perpetual reminder to every railroad employee and official who received one of those letters that "I am your master, and your road is now a party defendant in my court, and I have the power to decide one way or another in your case."

So Mr. Warriner, without demur, agreed to lease this valuable bank to the judge. The judge stated in his application to the Girard estate that he was going to form a corporation to be called the Jones Coal Co. We find a man by the name of Thomas Hart Jones, who swore that, although these papers were prepared by the judge and presented to the Girard estate with his name signed to them, he never did know what became of this proposition to incorporate the Jones Coal Co. Jones and the other names attached to the application were mere dummies. Neither of them could have secured the consent of the railroad.

Judge Archbald wrote to the Girard estate and to Warriner that they wanted to incorporate with a capital of $25,000, the corporation to be known as the Jones Coal Co. Thomas Hart Jones is sometimes called Thomas "Star" Jones, because he at one time owned a drug store in Scranton, and they called it the "Star" drug store.

The judge made application in his own name, R. W. Archbald, in company with James F. Bell, V. L. Petersen, and T. H. Jones, for this sublease from the Girard estate, and in that application he says:

> We understand that these dumps are now subject to a lease to the Lehigh Valley Coal Co., which expires December 31, 1913, and which possibly will be renewed. But we have the assurance of that company that on certain terms and conditions, which have practically been agreed upon between us, it will be satisfactory to them to have us lease from you to the extent suggested.

Now, the terms were these: Judge Archbald agreed that all the coal taken out of this culm bank—472,000 tons—should be shipped exclusively over the Lehigh Valley Railroad, and that he would give them 2 cents a ton extra royalty. He says, further, in his statement to the Girard estate that "care has been taken to make this such a combination as will insure success."

Mark you, the royalty on this kind of coal has nearly doubled in 13 years, yet the railway company agreed to let this powerful Commerce Court judge have this huge dump at only 2 cents a ton extra royalty above the royalty they agreed to pay 13 years ago.

The judge in his letter says that the names of all the parties interested do not appear in the application. He says one of them, Mr. Howell Harris, is a well-known coal man in Scranton, and Mr. Hulbet, of New York, is associated with the coal men there who are going to take the product, and that Mr. T. M. Farrell, a retail coal dealer of New York City, is going to put up the money, and that care has been exercised in these selections so as to make a combination that will insure success. The judge never puts up money; he puts up influence instead.

In all these transactions you will find that Judge Archbald has never invested one dollar in money. All his investments have been made by reason of his powerful name as a judge of the United States district court and of the Commerce Court.

Now, the Girard estate did not happen to have any case in Judge Archbald's court nor is it engaged in interstate commerce. After some talk with the president of the Lehigh Valley Railroad, the Girard estate very promptly turned the proposition down. My opinion is that the president of the railroad company put it into the ear of Mr. Smith, who is a director of the estate and also a director of the Lehigh Co., that, while the railroad company had agreed to make the lease, they did not care anything about it and had rather not make it, but they could not resist the Archbald proposition, coming from a judge in their case, and therefore agreed to let him have the 472,000 tons of coal, but hoping the Girard estate would not sanction the lease, and so it was killed by the Girard trustees, and the deal did not go through.

Now, if you read the testimony you will find the judge used all his personal and all his official influence with the railroad officials in order to make this unusual deal. Mr. Kirkpatrick, the superintendent of the Girard estate, swore that never before during his 30 years of experience with the estate had the Lehigh Railroad Co. agreed to such a proposition as that, and I tell you that the only reason why they did it in this case—and the judge knew the reason—was that he was a United States judge of the Commerce Court and had in his power the defendant—the Lehigh Valley Railroad Co.—with whom he was contracting.

Now, Mr. Speaker, I have talked much longer than I intended. I thank the Members of the House, and I am obliged to them for their splendid attention on this hot day. [Applause.]

Mr. FARR. Mr. Speaker, I desire to ask the gentleman from North Carolina if he will now answer a question.

Mr. WEBB. Yes.

Mr. FARR. The gentleman made the statement that the Rissinger note was negotiated before the settlement of the insurance case before Judge Archbald.

Mr. WEBB. No; I said negotiations were in progress between Rissinger and Judge Archbald while the case was pending.

Mr. FARR. Was it not dated after the judge had held that Rissinger had made out his case, and if that is so, how could that influence Judge Archbald wrongfully?

Mr. WEBB. Whether it influenced him wrongfully or not, it was bad judicial ethics and gross misconduct for a United States judge to sit on the bench, in a public judicial office, an arbiter between two litigants, and in private during such time to enter into a speculative deal with one of the parties, as he did.

Mr. FARR. The gentleman has said that the Rissinger note was negotiated afterwards.

Mr. WEBB. What does the gentleman call "negotiating"? It was dated the 28th of November, 1908, but the speculative deal and agreements were all made while this case was pending and before the date of the note.

Mr. FARR. The unfortunate thing about this case is that there are numerous little things like that injected into it to create prejudice against Judge Archbald.

Mr. WEBB. Will the gentleman let me ask him a question?

Mr. FARR. Yes.

Mr. WEBB. If the gentleman were a United States judge passing on the rights of plaintiff and defendant in a case involving $25,000, would he during the trial of that case go off into his private chambers and enter into a speculative deal with the plaintiff in the case, letting the plaintiff give him stock in a gold-mine scheme, just for the use of his name on a $2,500 note, when his name on the note did not add a farthing in value to the note, for the judge was insolvent and could not borrow money in the usual channels on his commercial paper?

Mr. FARR. He did not do any such thing.

Mr. WEBB. I charge that he did do it, and the evidence bears out the charge.

Mr. FARR. There is no evidence to prove such a thing.

Mr. WEBB. I heard the 2,000 pages of testimony from beginning to end, and my friend does not know the evidence, because he has not read it. He says he has not. He has only read the partisan brief of the judge's lawyer, and is reading from it now.

Mr. Speaker, the people of the United States are now demanding, as they never demanded before, the strictest official rectitude on the part of their public officials, and especially of their judges. No district or State would elect Judge Archbald to his present position with the testimony against him before them. The judges belong to the people and are their servants, and the people have a right to demand the recall or removal from office of a judge who is guilty of all the acts charged in these 13 articles. His reputation for impartiality is gone and therefore his usefulness as a judge is at an end. Hence we, the Representatives of the people, for them and in their name, demand his removal from office.

Mr. FARR. I have read the evidence and the conclusions of the committee. Judge Archbald is in a most unfortunate position in this case.

Mr. CLAYTON. I agree to that.

Mr. FARR. A most unfortunate position, and he was unfortunate in some of the witnesses. The suggestion that these gentlemen were trying to shield Judge Archbald has some truth in it, but the very fact that they were shielding him added to the suspicion that surrounded this poor judge, and he did not

have an opportunity to show his connection with it. I regret very much that the judge did not take the witness stand.

Mr. NORRIS. Mr. Speaker, will the gentleman yield?

Mr. FARR. Certainly.

Mr. NORRIS. The gentleman says that the judge did not have an opportunity?

Mr. FARR. I will explain that. His attorneys did not put him in the witness chair to testify.

Mr. NORRIS. The committee could not do that.

Mr. FARR. I realize that. If the gentleman will permit me, I have said repeatedly here that this committee was courteous and kind and fair in its investigation of this case.

Mr. ROBINSON. The gentleman stated a moment ago that the statement made that these witnesses were trying to shield Judge Archbald had some truth in it.

Mr. FARR. That is, it had the appearance of it.

Mr. ROBINSON. But the gentleman made the statement that it had some truth in it.

Mr. FARR. Had the appearance of it, because I talked with Judge Archbald's son at that time and he said—

I wish to God that these men would talk frankly before this committee. There is nothing to conceal. My father does not want anything covered up and the more frankly they talk about this the better it will be for him.

Mr. CLAYTON. The first culm contract introduced into this case had the judge concealed, and it was afterwards disclosed that Judge Archbald was the third party.

Mr. FARR. The evidence does not show that Judge Archbald was a party to that concealment. I have known Judge Archbald for many years, and the reputation that he has in my county is as good as that of the best man in that county. He is a poor man to-day. If he were the dishonest, mercenary man that he is charged with being he would have a great deal more to show for it. Ten years was his first term on the common-pleas bench. He was reelected to a second term and he served a number of years since in other courts. I regard him as an honest, faithful, and capable judge, unfortunate, it is true, in some of his associations, and these associations made through the kindliness of his heart and his desire to help other people.

Mr. CLAYTON. And to make money.

Mr. FARR. Not a dollar has he made, and the evidence does not indicate where he made one dollar.

Mr. WEBB. Yes; he got $250 from this note.

Mr. FARR. I am going to present Judge Archbald's side of this from a statement his attorney published within a day or two, in which he vigorously denies every one of these charges. Judge Archbald, through his counsel, states that he emphatically denies that in any of the transactions referred to in the report of the Committee on the Judiciary which are embraced in the articles of impeachment which the committee submitted to the House he used or attempted to use his influence as a judge improperly.

Conscious of his own integrity, it never occurred to him in any of the transactions referred to that others might suspect that he was acting otherwise than uprightly.

When the original charges against him were presented to the President and the Attorney General he was given no notice and had no hearing. In the proceedings before the House Judiciary Committee he was permitted to cross-examine witnesses, but it was explicitly stated by the chairman that the proceeding was a hearing and not a trial. In the hearings before the committee the principal charges which had led the President and the Attorney General to take action were shown to be utterly unfounded. When the evidence was closed what charges the committee might make could not be known to Judge Archbald or his counsel until they were presented to the House.

Judge Archbald therefore will have no opportunity to present his defense until he is summoned before the Senate, and until he has a hearing there he asks that public opinion in his case may be suspended.

Mr. WEBB. May I ask the gentleman what he is reading from? Is it Col. Worthington's statement as counsel?

Mr. FARR. Yes. I believe it to be true that he has not used his influence improperly in any of these cases, and in the case of this poor man Watson who, because of his physical condition, did not make a strong showing before the committee, I think the committee showed a lack of consideration for a broken-down man. Judge Archbald wanted to help him because of his financial condition and the physical weaknesses that had followed a most pathetic bereavement in Mr. Watson's home. It was out of the kindness of his heart, and his hope that he could help the Bolands as well as Mr. Watson, that he tried to bring about a settlement with the Delaware, Lackawanna & Western Co. There is not a bit of evidence that Judge Archbald succeeded in getting any option or interest in any property through his official position. The fact that he used his official letterhead is an indication that he felt that he was acting openly on these questions. It was not necessary for him to use the letterhead to let the people in the community know that he was a member of the Commerce Court.

Mr. NORRIS. Mr. Speaker——

The SPEAKER. Does the gentleman yield to the gentleman from Nebraska?

Mr. FARR. Yes.

Mr. NORRIS. I would like to ask the gentleman, if he is going to explain the Watson deal, to tell the House why Watson came to Washington to see Judge Archbald. If the gentleman wants to make an explanation of Watson's conduct and the judge's relation to Watson in that deal, why did Watson come to Washington to see Judge Archbald?

Mr. FARR. I do not know the particulars to which the gentleman refers, but I know Watson and I know Judge Archbald, and I know that there was not a thought in Judge Archbald's mind of doing anything improperly, and all he did in the case was to help both the Bolands and Watson.

Mr. NORRIS. Has the gentleman read Watson's testimony, where he stated he came down here to see Judge Archbald to find out what the record was in a certain case pending before the Interstate Commerce Commission that had been appealed to the Commerce Court? Has the gentleman read the telegrams that passed back and forth, the telegram that came from Judge Archbald to him, and has he read the testimony to show that the attorney absolutely from the record was mistaken, and that is a mild word to use, and that his trip down here to see him in regard to that matter is absolutely unexplained to-day from the evidence?

Mr. FARR. I think both of them can explain it.

Mr. NORRIS. I would like to have it explained.

Mr. FARR. To think Judge Archbald was influenced in the matter by a thought of profit or to intimate that men of the reputation and standing of E. E. Loomis, vice president, and R. A. Phillips, a near neighbor of mine, general manager of the mining department of the Delaware, Lackawanna & Western Railroad Co., both high-salaried men, in a deal against the interests of their company is absurd.

Now, I want to refer to a little matter which prejudiced me possibly more than anything else against the views of this committee is the reference to the sum of money raised by a friend of Judge Archbald, knowing he was going to take advantage of an invitation to visit the home of a relative of his wife in a foreign country. The clerk of the court knowing Judge Archbald was poor, feeling that a few extra dollars in his pockets would serve an excellent purpose, took advantage of that to send out to the different attorneys practicing before the court and asking them, without the judge's knowledge, to make contributions for a purse for Judge Archbald, and on the day Judge Archbald was on the boat he handed this purse unexpectedly to him, and the committee makes that an excuse for saying that this was an offense because of Mr. Cannon's corporate connections, saying Mr. Cannon is a remote relative of Mrs. Archbald, whereas the fact is that he is a first cousin of Mrs. Archbald, and so this $500 presentation is brought in and made part of these charges against the judge and one of the facts on which they want him impeached.

I shall continue this statement because I want it in the RECORD:

First. That in a suit brought by John W. Peale against the Marian Coal Co., in which the Bolands were largely interested, Judge Archbald had overruled a demurrer to the complaint filed by the counsel for the Marian Coal Co., because the Bolands had refused to discount a certain $500 note which Judge Archbald had indorsed.

Second. That in the same suit Judge Archbald, at the instigation of the Lackawanna Railroad officials, ordered the Marian Coal Co. to close its testimony in 30 days.

Third. That after Judge Archbald had become a member of the Commerce Court he, at the request of an official of the Lackawanna Railroad Co., induced District Judge Witmer, before whom the case of Peale v. Marian Coal Co. was then pending, to decide that case in favor of Peale.

Fourth. That through Judge Archbald Mr. Seager, one of the counsel of the Lackawanna Railroad Co., was given advance information that the Peale case would be decided against the Marian Coal Co.

All these charges, except the third, related to Judge Archbald's official acts. By the evidence before the Judiciary Committee of the House every one of these charges was so completely disproved that no reference is made to any one of them in the report of the committee or in the articles of impeachment.

The committee, however, has recommended the impeachment of Judge Archbald on 13 other charges, only 2 of which relate to the performance by him of any judicial act, and in neither of the 2 excepted cases is it charged that he acted corruptly.

CULM-DUMP DEALS.

The principal charge by the committee relates to Judge Archbald's connection with the attempted purchase from the Hillside Coal & Iron Co., a subsidiary of the Erie Railroad Co., of its interest in the Katydid culm dump. That Judge Archbald was interested in the proposed purchase is not denied. It is not claimed by the committee, and we assume it will not be claimed by anyone, that the mere fact that a Federal judge is interested in the attempted purchase of property from one who is or may be a litigant in his court is a criminal offense or is even in itself evidence of a corrupt mind.

Mr. CLAYTON. Mr. Speaker——

The SPEAKER. Does the gentleman yield to the gentleman from Alabama?

Mr. FARR. Not at this time.

Mr. CLAYTON. I would like to know from what the gentleman is reading.

Mr. FARR (continuing reading):

In its report the sole ground upon which the committee relies in reaching its conclusion that in this particular case Judge Archbald acted corruptly is the evidence as to the value of the Katydid culm dump. The committee assumes that the interest of the Hillside Co. in the dump was worth a great deal more than Judge Archbald and his associates were to pay for it.

When, in fact, the interest of that company was offered some years before that for nearly one-half of what Judge Archbald agreed to pay for it, though the fact is that the deal was never consummated.

The statement then quoted the testimony of Capt. May, manager of the Erie Railroad's coal properties, and that of other witnesses to show that Judge Archbald's profit in the Katydid culm bank, had he been able to sell it, would have been comparatively small, about $4,000, and that a portion of that would have belonged to Williams, his partner in the deal. The statement continued:

"Only two other culm bank transactions are referred to by the committee. One of them had no connection whatever with any railroad company. As to the other, there is no evidence of favor asked or favors given and no evidence that the transaction, if it had been carried through, would have been profitable. . As to these, as also with respect to the proposed purchase of coal properties from the Lehigh Valley Coal Co., the case against Judge Archbald rests upon the naked proposition that it is an impeachable misdemeanor for a Federal judge to have business transactions with litigants or possible litigants in his court.

"In another article of impeachment it is charged that Judge Archbald 'for a consideration' used his influence to bring about a settlement of litigation which the Bolands, in various forms, were engaged in with the Lackawanna Railroad Co. It is not claimed in the report of the committee that there was any direct evidence tending to prove that for what he did in attempting to bring about this settlement Judge Archbald was to receive compensation or was to be benefited in any way. The committee simply assumes it to be incredible that Judge Archbald would help a friend to settle a litigation or help a lawyer to earn a fee unless he was paid for it. Mr. Watson testified positively before the committee that Judge Archbald was not to receive any part of the compensation which was to come to him (Watson).

"Judge Archbald's participation in the attempted settlement of this litigation was, in fact, due to long friendship for the Bolands and friendship for and a desire to help Mr. Watson, and there is no foundation for the charge that he was to receive any money or anything else of value.

"Another article of impeachment is based upon the charge that Judge Archbald 'agreed and consented' that the $500 note above referred to, indorsed by him, should be presented to the Bolands for discount at a time when they were interested in litigation in his court. When this note was offered for discount, Judge Archbald had had no connection with the case of Peale *v.* Marian Coal Co., except in overruling a demurrer which had been filed by that company to the complaint, and in appointing an examiner to take the testimony. There is nothing in the evidence to justify the inference that Judge Archbald authorized the note to be presented to the Bolands for discount because they were interested, as stockholders in the Marian Coal Co., in the case in which that company was defendant.

"Judge Archbald's petition was that of an accommodation indorser. The inference of the committee that Judge Archbald received or was to receive the proceeds of this note or any part of such proceeds is not justified by anything in the evidence and is not true in fact.

"In discussing the charge relative to the correspondence by Judge Archbald with the attorney of the Louisville & Nashville Railroad Co., the committee report entirely ignores the fact that the attorney's letter correcting the testimony of a witness in the case was pasted into the record (obviously by Judge Archbald) for all the world to see, and the written opinion afterward rendered by Judge Archbald assumes that the testimony was correct as it originally stood.

"New charges appear in the articles of impeachment which were not developed by the testimony before the committee. For example, it is made the ground of impeachment that Judge Archbald took a trip to Europe at the expense of Mr. Henry W. Cannon, who had large corporate connections. The committee say, 'it is claimed that Mr. Cannon is a distant relative of Judge Archbald's wife.'

"The slightest investigation would have shown that, in fact, Mr. Cannon is Mrs. Archbald's first cousin, and that the occasion and object of the trip was for the purpose of making a visit, at Mr. Cannon's request, at his residence in Florence, Italy."

Mr. Speaker, I desire, without reading it to the House, to add some additional remarks to go in the RECORD, and I desire also to repeat what I said at the beginning, that I regard Judge Archbald as an honest and a good man, his morals of the highest type and his habits the very best, and that in this case he is unfortunate, and I firmly believe that when this matter comes before the Senate and all the hearsay evidence and other evidence that does not properly belong in these hearings is removed, that he will be acquitted of this charge.

MEMORANDUM SUBMITTED ON BEHALF OF JUDGE ARCHBALD.

In order to present more fully Judge Archbald's defense in this case, I desire to submit the following statement made by his attorneys to the Judiciary Committee:

The original charges made by W. P. Boland to the Interstate Commerce Commission, and by Commissioner Meyer transmitted to the President and by him to the Attorney General, were prepared by Mr. A. V. Cockrell, the confidential clerk of the Interstate Commerce Commission, and are found on page 152 of Serial II of the printed record. In substance these charges are:

1. That Judge Archbald sent Williams to Boland to procure the discount of a note for $500, to which Judge Archbald was a party, and that after Boland refused to discount the note Judge Archbald overruled the demurrer in the case of Peale *v.* The Marian Coal Co. because of such refusal.

2. That the letter of Mr. Seager to the Interstate Commerce Commission (Serial IV, p. 85) was based on advance information of a decision of the court in the Peale case, which was not rendered until some two months later.

3. That Judge Archbald's influence with the Erie Railroad Co. procured the sale to him of the Katydid culm dump, owned by the railroad, at a low figure, whereas it was worth a large sum.

4. That Judge Archbald was about to close the purchase of another culm bank through the influence of Mr. Darling, a railroad attorney.

Boland's motive in seeking the Interstate Commerce Commission was evidently to use his story of railroad oppression to influence the commission (C. G. Boland, Serial IV, p. 86). Mr. Cockrell, of the commission, says (Serial II, p. 154): "Mr. Boland was so full of his 10 years or more fight, I think, as he described it, for his rights, that his narrative took, I should say, and hour or two to tell."

Various members of the commission [Mr. Meyer, Mr. Cockrell, Mr. Clements] heard with great care Mr. Boland's story, and it was that part of it which related to Judge Archbald, a member of the Commerce Court, but did not relate to the suit before the commission, that was noted and transmitted to the President, as Mr. Commissioner Meyer says (Serial II, p. 90), "if for no other reason than that the commission was supposed to be charged with a certain attitude toward the Commerce Court."

When the charges got to the Attorney General, before whom the representative of the commission attended and examined W. P. Boland, there were made by Boland certain additional charges, coupled with the repetition of the complaints of railroad oppression (Serial II, p. 158). These were:

5. That the suit of Peale *v.* The Marian Coal Co. was started into activity by the making of an order by Judge Archbald upon the coal company to conclude its testimony in 30 days, after the suit had laid idle for 26 months, and that this action was taken because of the bringing of proceedings by the coal company against certain railroad companies before the Interstate Commerce Commission.

6. That the final decision in the Peale case was brought about by Mr. Loomis asking Judge Archbald to ask Judge Witmer to decide the case forthwith against the Marian Coal Co.

7. That Judge Archbald was to participate in the fees or profits to be made by settling the difficulties of the Marian Coal Co. with the Delaware, Lackawanna & Western Railroad Co.

There also was presented to the commission just before this visit to the Attorney General a charge by Boland against Judge Witmer, supported by affidavit, like the other charges. This was not laid before the Attorney General, because "Commissioner Meyer said that that matter had better not be included in his story, that it had no relation whatever on its face to Judge Archbald." (Cockrell, Serial II, p. 175.)

Every one of these seven charges has been proved by the investigation to be untrue, and nearly all of them clearly appear to be absurd. This we proceed to show.

1.—THE FIVE-HUNDRED-DOLLAR NOTE.

This note was dated December 3, 1909, discounted December 13, 1909. It was made by John Henry Jones to the order of R. W. Archbald, indorsed by R. W. Archbald and Edward J. Williams. [Testimony of Cashier Rollin D. Carr, of the Providence Bank, where the note was discounted (Serial II, p. 109); testimony of C. H. Von Storch, president of the bank (Serial II, p. 102); testimony of John Henry Jones (Serial II, p. 119); testimony of Edward J. Williams (Serial I, p. 22; Serial II, p. 41); testimony of C. G. Boland (Serial IV, p. 80, and as to date, p. 90). See also Williams's statement of July 31, 1911, which was prepared in Boland's office, and in which the date of the note is stated to have been December, 1910, a mistake, as all now agree, in the year (Serial I, p. 19).] According to both C. G. Boland and W. P. Boland, the note was presented to both of them at or about the same time, and no other note of a similar character was ever presented to either of them, and the note presented related to the Venezuela deal of Jones (C. G. Boland, Serial IV, p. 80; W. P. Boland, Serial VI, p. 792). There is no escape from the fact that but one note was offered for discount, and that that note was so presented in December, 1909, while the date of the ruling on the demurrer was September 25, 1909 (Serial IV, p. 91)—over two months before the note was made.

There is no evidence whatever to show that Judge Archbald suggested the presentation of this note to either of the Bolands. C. G. Boland never spoke to him about it (Serial IV, p. 93); neither did W. P. Boland (Serial VI, p. 729). Williams says that he suggested to Judge Archbald that he would take it to C. G. Boland, because the latter owed him money, and that Judge Archbald said, "All right, you can take it where you like" (Serial I, p. 9). And at that time C. G. Boland was the president of a bank near Buffalo which occasionally did Scranton business (Serial I, p. 16; Serial V, p. 546).

Jones says Judge Archbald had nothing to do with this (Serial II, p. 150).

The note was an accommodation by Judge Archbald to John Henry Jones. Jones received all the proceeds, used them to pay his expenses to England with reference to the Venezuela proposition (Jones's Serial II, pp. 118 and 126); Jones pays the discount on renewals, and has paid a sum in reduction of the note (Jones's Serial II, p. 124; Carr, Serial II, p. 111). It was Jones who, of his own motion, took the note to Mr. Von Storch, president of the Providence Bank, who finally discounted it, Jones having no knowledge that the Bolands were litigants in Judge Archbald's court (Jones's Serial II, pp. 122, 124).

Williams does not testify before this committee that Judge Archbald ever suggested that this note had any influence on his decision of the Peale case (Serial I, pp. 10, 13, and 14) or that he ever showed any feeling about Boland's refusal to discount it or said or did anything to show that he had been affected by it (Serial I, p. 17). Whatever Williams said on the subject to anyone was—he testifies—his own thought and not based on anything that Judge Archbald said or did (Serial II, p. 38). As a matter of fact, the dates demonstrate that Judge Archbald never could have said or done anything to give anybody any ground for believing that the matter of the note entered into his decision, and whatever Williams may have said about it on any previous occasion—which is not evidence before this committee—must necessarily have come from his own imagination or speculation, he himself not knowing or forgetting that the demurrer was overruled before the note was offered for discount and before it was in existence.

2.—SEAGER'S LETTER OF DECEMBER 6, 1911.

On December 6, 1911, Mr. Seager, who represented the Lackawanna Railroad in the suit of the Marian Coal Co. against it, upon being pressed by the Interstate Commerce Commission to furnish certain statistical tables, gave as an excuse for not doing so that (Serial IV, p. 85) "very soon thereafter we were informed, from a reliable source, that because of the loss of the property of the Marian Coal Co. as a result of litigation with other parties," and because of other relief obtained, Boland did not care to proceed. There is no evidence by anybody that Judge Archbald or anybody connected with him was the

"reliable source" referred to. Mr. Seager (Serial VII, p. 930) has explained that his superior, Mr. W. S. Jenney, general counsel for the Lackawanna Railroad, was his informant, and Mr. Jenney (Serial IX, p. 1165) has explained that his information was derived from newspaper reports of the decree of Judge Witmer in the Peale case, which was entered August 24, 1911; the conversations with his Scranton associate, Mr. D. R. Reese, with reference to that decision conveying the information that at least $16,000 damages was admitted by the Marian Coal Co., and by conversation with Mr. Reynolds, attorney for the Central Railroad Co. of New Jersey, who reported that W. P. Boland had told him of the adverse result in the Peale case. Seager (Serial VII, pp. 960, 972) and Jenney (Serial IX, p. 1175) deny any other knowledge of or connection with the Peale case. The subject might well be dropped here.

It may not inappropriately be added, however, that Boland's present complaint that this letter of Seager's showed foreknowledge of the report of the special examiner filed in the Peale case January 30, 1912 (Serial IV, p. 91), could not have entered his mind until after he had taken offense at the letter, it being on January 6, 1912, that he made his first visit to the Interstate Commerce Commission to state his grievances (Serial II, p. 90). As a matter of fact, the decision of Judge Witmer, rendered August 24, 1911, effectually disposed of the whole case on the merits (Serial VII, p. 969; 190 Fed. Rep., p. 376) by perpetually enjoining the Marian Coal Co. from delivering its coal to anyone except Peale, directing an accounting for all moneys advanced by the plaintiff and for damages suffered by the plaintiff and appointing a master to state the account. This was final as to everything except figures, and its effect upon the Marian Coal Co. may be judged from the statement of W. P. Boland (Serial VI, p. 796).

"Mr. BOLAND. We were served with notice, and the property has been shut down ever since, and practically ruined—a loss of $10,000.

"Mr. WORTHINGTON. That was by this injunction that Judge Witmer granted on the 24th of August?

"Mr. BOLAND. That injunction has destroyed the property of the Marian Coal Co. Preventing the operation of the plant has destroyed the plant."

It is absurd, of course, to suggest that a letter written on December 6 showed foreknowledge of a final decree which had been rendered and published over three months before that date. And even as to the master's report, which was filed long after December 6, there is not a word of evidence in the record tending to prove that Mr. Seager or Mr. Janney knew anything about it till it was filed in court, or indeed till it was brought out in this hearing.

3.—KATYDID DUMP.

The facts taken from the testimony of those people who really knew and who gave accurate details, with the production of papers, dates, etc., are as follows:

(A) NEGOTIATIONS FOR PURCHASE.

Williams's attention was called to this dump by W. P. Boland (testimony W. P. Boland, Serial VI, pp. 755, 770), and Williams got a verbal option from John M. Robertson, the owner of one of the interests, for $3,500. He fixes the date as April 5, 1911, by a memorandum book. (Williams, Serial II, p. 77.)

At W. P. Boland's further suggestion (made for the purpose of getting Judge Archbald into relations with the Erie Railroad Co., Serial VI, p. 755), Williams went to Judge Archbald and got a letter from him to Capt. W. A. May, the superintendent of the Hillside Coal & Iron Co., the owner of what was supposed to be the other interest. This is spoken of as a letter of introduction in many places, but when actually produced (Serial II, p. 83) it is a letter from Judge Archbald to Capt. May, inquiring whether his company will dispose of the dump, and, if so, what the price will be, without mentioning Williams.

This letter Williams evidently took to Capt. May, who thereupon (Serial II, p. 83) gave directions for an investigation and report to him upon the character and size of the dump. Capt. May later, probably in June, 1911, discussed the proposed sale with his superior officer, Mr. Richardson, the vice president of the company, when Mr. Richardson happened to be in Scranton, on which occasion they visited the dump (May, Serial III, pp. 15, 16; Richardson, Serial VIII, p. 1004). At this time Judge Archbald's letter was mentioned to Mr. Richardson as the basis of the negotiations which were to be conducted (May, Serial III, p. 16).

There was no discussion of price between May and Richardson at that time or at any time. (Serial VIII, p. 1006.)

May also says (Serial III, p. 60) that at this time he favored making a sale, and that Mr. Richardson opposed it because of the complications as to the title. Mr. Richardson says, however (Serial VIII, pp. 1005, 1013, and 1027), that Capt. May merely entered into the question and showed him the bank, with a view to taking it up at some future time when the investigation and negotiation would be complete and the question of finally making the sale would come up before Mr. Richardson for determination.

On August 4, 1911, Judge Archbald (who was then in New York holding a circuit court) called upon George F. Brownell, the general counsel of the Erie Railroad Co. and the Hillside Coal & Iron Co., a subsidiary of the railroad company (Brownell, Serial III, p. 106), and stated that he wanted to clear up the title to this property; that he had been in negotiation with Capt. May, "but that no final answer had been received and that he understood the matter had been referred to the New York office. He stated, in substance, and I think in words, that he knew no other officer of the Erie Co. except myself, and so had taken the liberty of calling to ask if I could tell him who in the organization would be the person having the matter in charge (Serial III, p. 107).

Mr. Brownell took Judge Archbald to Mr. Richardson, introduced him, and soon left. Mr. Brownell never had any other communication with Judge Archbald at any other time or place with regard to the matter (p. 107). He had met Judge Archbald in Washington at hearings before the Commerce Court (p. 108). Nor did Mr. Brownell talk with Mr. Richardson about the matter at any other time until these proceedings appeared in the papers. (Serial III, p. 112.)

No complaint of Capt. May was made. "The only conversation was a request for information, not asking for favors, or a discussion of business details at the time I was there." (Serial III, p. 118.)

Mr. Richardson (Serial VIII, p. 1003) recalls Mr. Brownell's part in the interview in the same way, and then says: "The judge opened the matter of business on which he called by stating that he was either interested for himself or other parties in the Katydid culm bank. I told him I had had some conversation with Capt. May in regard to it several months prior to that time; that just what it was I could not recall, but that the next time Mr. May was in New York, or I was in Scranton, I would make it a point to ask him what the situation was, and to see if some determination could not be arrived at."

On August 25, 1911 (Serial IV, p. 6), Richardson talked with May in New York about this and other matters, and according to Richardson told May to "go ahead and see if he could not close it up in some manner" (Serial VIII, p. 1014), and since that time Richardson has had no communication from May about it (Serial VIII, p. 1007).

May proceed to close the matter up by giving what is known as the "May option" of August 30, 1911, agreeing to "recommend" the sale of the Hillside interest, such as it was, for $4,500.

It is important to remember the length of time which these negotiations consumed, in view of the fact that Williams mistakenly crowds the events at some places into two weeks (Serial I, p. 25; Serial II, p. 48), giving the impression that his failure to get a favorable answer from May was followed immediately by threats against May by Judge Archbald, a visit by the latter to Brownell, and an instant giving of the option.

No witness testifies to any threats made to the Erie officials, or anything even approaching it.

Williams' attitude as to these alleged threats is best illustrated by the following quotation from the testimony, referring to the statements made by him to Mr. Wrisley Brown (Serial II, p. 15):

"Mr. WILLIAMS. He [Judge Archbald] said 'I have some cases here for them now.' That is all he said.

"The CHAIRMAN. Did you not tell Mr. Brown, and do you not now say, that you thought that the judge meant that he had a chance to do something for them or against them; for May or for the railroad company, or against May or against the railroad company?

"Mr. WILLIAMS. He did not say so.

"The CHAIRMAN. What was the inference you drew from his remark?

"Mr. WILLIAMS. That would be mine; it would not be his."

The dates are also important for the purpose of comparison with the dates of the so-called Lighterage case. This was begun April 12, 1911, and was argued May 17, 1911, and preliminary injunction granted May 22, 1911, and appeal to the Supreme Court taken June 13, 1911. (Brownell, Serial III, p. 111.) It could hardly have come to Judge Archbald's attention until it was argued, and it was decided long before the visit to Brownell. Seager says that the appeal to the Supreme Court will dispose of the whole case. (Serial VII, pp. 947, 955.)

When the complainant moved for the appointment of an examiner to take testimony, Mr. Esterline for the Government resisted, saying (Serial X, p. 1208):

"The case has gone to the Supreme Court of the United States on the old record * * * not a word of which is disputed * * * and the Supreme Court's decision * * * will dispose of that case. * * * It is the contention of the Government that there is no testimony to be taken, and the decision of the Supreme Court will be final."

Though the examiner was appointed, no testimony has in fact been taken in the eight months which have elapsed (Serial X, p. 1212).

The dates show also how absurd is such an invention—by somebody—as that which appears in Miss Mary Boland's notes, that Williams said, on September 18 and 28, 1911, that Judge Archbald was then preparing a "brief" for the Erie Railroad in the Lighterage case (Serial V, pp. 610, 611).

(B) MIXED STATE OF THE TITLE AS TO KATYDID DUMP.

This best appears from the evidence of Capt. May (Serial III, pp. 10, 49) and of Robertson (Serial III, p. 119). The dump rested on a tract of land known as lot 46, owned one-half by the Hillside Coal & Iron Co. and one-half by a number of people with quite minutely subdivided interests known collectively as the "Everhart estate." The Hillside Co. had a license to mine from the Everharts, contained in a letter (which had been lost), by which it was agreed to pay them 20 cents a ton upon sizes larger than pea coal, and the Hillside had collected on that basis for the Everharts in the past. The Hillside Co. had mined the tract at one time, but most of the dump was produced by Robertson & Law, under a lease from the Hillside Co., at certain royalties stated by May (Serial III, pp. 11 and 22). The Everhart license was revocable at any time (Serial II, p. 11). Robertson had succeeded to all the rights of his firm, and had maintained his possession of the dump, taking coal from it from time to time (Robertson, Serial III, pp. 119, 140).

Judge Archbald and Williams had evidently supposed that the Hillside's agreement with the Everharts, their coowners, would permit them to dispose of the Everhart interest as well as their own; but when it appeared that the Hillside would only give a quitclaim, and the title was looked into by the attorneys for the Laurel Line, to whom a resale was proposed (Serial III, p. 74), the Everhart rights were brought up, and not only stopped that sale, but compelled the negotiators to try to purchase that interest through the intervention of Dainty, who was supposed to have influence with them (Williams, Serial II, p. 9).

These efforts, however, to the contrary, evidently stirred the Everharts into activity and they flooded Capt. May and Robertson with notices forbidding them to sell (Serial III, p. 42; Serial II, p. 135; Serial III, p. 173), so that Capt. May, under advice of his attorneys, eventually refused to go on with the sale at all.

These notices were dated April 11, 13, and 19. Capt. May says that he had no knowledge of any investigation by the Government into these transactions until he saw it in the newspaper of April 21, 1912 (Serial III, pp. 168, 170, 187); and there is no evidence to contradict this, so that his reason must be taken to be true.

(C) VALUE OF THE DUMP.

To support the suspicion that undue influence was exerted by Judge Archbald, it is intimated, rather than charged, that he was afforded an opportunity to make a large profit by giving him favorable terms.

The interests of Robertson and the Hillside were not one-half each, as has sometimes been assumed. If they were, Robertson's price made to Williams without Judge Archbald's interference ($3,500) would be a good standard by which to judge the Hillside's price ($4,500). The most accurate way of determining the value of the Hillside interest, however, is that adopted by Capt. May, who takes the Hillside interest at exactly what it was, to wit, a royalty interest, and by multiplying the number of tons in the dump, as estimated by Rittenhouse, the engineer employed both by the Government investigator and by the Laurel Line, and multiplying it by the royalties arrives (Serial III, p. 22) at the figure of $2,752.71. The purchasers, in addition, would have to pay the Everhart royalty of 20 cents per ton for sizes larger than pea coal (May option, Serial I, p. 26). Of this Rittenhouse estimated (Serial II, p. 21) 5,477 tons. The resulting royalty is $1,095.40.

The value of the dump is also shown by the terms of the resale to the Laurel Line. The very careful and detailed estimate of Mr. Rittenhouse, the engineer employed by the Government, showed the total contents of the bank to be 90,186 tons, and applying his percentages of the various sizes of coal down to the smallest size in use we get 46,704 tons of coal of all sizes (Serial II, p. 198), or 41,227 tons, excluding chestnut (Serial II, p. 190).

The survey of the Erie engineers showed 42,500 tons of merchantable coal (May, Serial III, p. 25). These estimates are probably much more accurate than those made by the eye merely of other people. At any rate, they are the estimates upon which the parties acted.

Mr. Conn, for the Laurel Line, agreed to give "a royalty of 27½ cents per gross ton for all coal shipped, with a minimum of 20,000 tons per year, and if you agree to accept this proposition will arrange to pay $10,000 as advanced royalties."

This appears by his letter of November 29, 1911 (Serial III, p. 77), and it is important to note it, as many of the witnesses, by misunderstanding, refer to the price as a flat rate of 27½ cents per ton; that is to say, for every ton of material, whether merchantable coal or waste. Mr. Conn says (Serial III, p. 81) that he based his figures on a total tonnage of 50,000 (the word "thousand" is omitted in the printed report). The Rittenhouse tonnage of 46,704 tons, at 27½ cents a ton, amounts all together to $12,943.60, which is the price Conn was thus in effect to pay for the dump.

The Bradley price of $20,000 was made in April, 1912 (Serial III, p. 148), at a time when the coal strike had caused a great advance in the value of dumps (Serial VI, p. 707; Serial II, p. 54), and as to the Bradley negotiations there is no evidence that Judge Archbald was in any way a party to them.

The Thomas Star Jones option for $25,000 came to nothing as soon as Jones had looked at the bank and estimated the quantity of coal in it. (Serial VIII, p. 979.)

A year or two before this transaction Robertson had proposed to sell the dump to the Du Pont Powder Co. for $10,000, and at that time Capt. May had tentatively agreed to sell the Hillside interest to Robertson (out of which he was to take care of the Everharts) for $2,000. (May, Serial III, pp. 36, 38, 39, and 50; Robertson, Serial III, pp. 120, 121, 122, 138.)

Rittenhouse, however, has a calculation of the large profits which the Erie or Hillside gave up to do this "favor." As to the profits of the railroad on the transportation of the coal, we find that Capt. May, in his option, reserved the right to approve of the purchaser, and proposed to draw further articles of agreement. (Serial I, p. 26.) Accordingly, when he did come to draw the only definite agreement to which he committed himself—the Bradley contract (Serial III, p. 171)—the lessee was obligated to ship over the Erie Railroad, and on failure to do so the agreement was to be revocable.

The profit to the Erie from transfer, etc., of the coal was thus expressly saved to it and drops out of the account. Whatever it amounted to it would still be made.

As to the profits on washing the bank itself to be made by the Hillside, this is all based on a conveying of the coal to the Consolidated Washery of the Hillside, which was some distance away. That the committee did not place any confidence in this theory of Mr. Rittenhouse is shown by the fact that when Capt. May undertook to explain why the Consolidated Washery of the Hillside could not handle this bank the chairman admonished him (Serial III, p. 24):

"Mr. May, the Chair does not desire to say how you shall answer any question, but the Chair submits to you that it would be well to omit from the record things that have no bearing upon this inquiry. I leave that to you?"

Whereupon he desisted.

The most important thing, however, is that the Hillside Co. did not own the bank. Robertson owned it, subject to the payment of a royalty to the Hillside; and while he had been wanting to sell to them and had been negotiating to that end for over a year, the bank was not of sufficient value to get as far as the mention of terms. (Serial III, p. 120.) If it was of such enormous value to the Hillside, they could and would unquestionably have bought out Robertson long before.

Rittenhouse figures out (Serial II, p. 199) that the Laurel Line would about break even at a "flat" rate of 30 cents a ton and that any other operator must lose money.

This absolutely proves that no favor was granted and that the whole matter was treated on a business basis.

Through all Judge Archbald's part in these negotiations there is not the slightest thing which has been connected by competent evidence with him to show that he tried to conceal his interest or deal in any other than an ordinary business way. The letter to Capt. May was in form a direct inquiry by him (Serial II, p. 83), and it was known to six or seven people in Capt. May's office. (Serial III, pp. 46, 69.) The Conn letter (Serial I, p. 33) was also in Judge Archbald's own name, and in it he stated explicitly that he was interested with Williams in the matter. W. P. Boland says (Serial VI, p. 759) that the agreement drafted with Conn was in Judge Archbald's name only. The talk with Robertson was that Judge Archbald was to have an interest (Serial III, p. 123), and Robertson says that everybody concerned knew of it. (Serial III, p. 127.) The Robertson option was in Judge Archbald's handwriting, witnessed by him, and ran in the name of Williams doubtless because Capt. May had first given his option in that form.

The only suggested concealment is in the papers concocted by W. P. Boland as part of the so-called "proofs" which he was getting up. These are the "silent party" paper of September 5, and the absurd veiled reference to a party not named in the letter of Williams to Conn of March 13. Boland admits that he helped to prepare both of these papers (W. P. Boland, Serial VI, pp. 756, 805), although his niece and stenographer remembers with great positiveness, and repeats twice (Mary F. Boland, Serial V, p. 616; Serial VI, p. 632) that both W. P. Boland and C. G. Boland were in Wilkes-Barre on the day the March 13 paper was prepared, and that Williams alone told her what to say in that letter. Boland says (Serial VI, p. 805) that he thinks that Dainty, Williams, and himself "participated in the formation of this letter" of March 13; that the dictation of the letter was the suggestion of all three of them. Williams certainly intends to be understood as saying that Judge Archbald knew nothing of the "silent party" paper (Serial I, pp. 44, 45; Serial II, pp. 43, 69), and nowhere contradicts his repeated assertion that Judge Archbald did not ask to be referred to as a "silent party." (Serial I, p. 46; Serial II, pp. 43, 56, 61, 63.) The letter of March 13, W. P. Boland says, was inspired by a desire to see Williams take his profits. (Serial VI, p. 760.) This is a novel motive for his acts. It was much more likely an effort to close the deal in order to get more convincing "proofs," as was also his suggestion of Bradley as a purchaser. (W. P. Boland, Serial VI, p. 760.)

4.—Darling Letter.

This was one of the most startling of the original charges. In the Cockrell memorandum of January 6, 1912, Boland is stated to have said that this sale was about to be closed (Serial II, p. 153). The letter from Judge Archbald to Darling was dated August 3, nearly seven months before (Serial III, p. 141).

It appeared that Williams asked Judge Archbald for a letter of introduction to Mr. Darling, an attorney, that Williams might inquire about the purchase of a culm dump. This was evidently instigated by W. P. Boland as part of his trap, for he promptly photographed the letter. Indeed, W. P. Boland admitted before the Attorney General that he put Williams up to getting this letter from Judge Archbald to Darling (Serial III, p. 165).

Williams was immediately informed that the dump was leased to another party, so that there were really no negotiations. No railroad or other litigant had any connection with the Hollenbach Coal Co., which owned the dump (Darling, Serial III, p. 142; Williams, Serial II, p. 30).

5.—Thirty-Day Order to Close Testimony in Peale Case.

The most obvious thing about this charge is that it is based on W. P. Boland's interpretation of oral remarks made by Judge Archbald upon the hearing in chambers of the application for the order, easily misunderstood by a layman, and most certainly misunderstood by a man of Mr. Boland's prepossessions (Serial VII, p. 817). A copy of the order (Serial VII, p. 817) shows as follows:

"Now, 27th day of January, A. D. 1911, it is ordered that the hearing before the special examiner in the above-entitled action be continued from 30th day of January, A. D. 1911, to 27th day of February, A. D. 1911, at the city of New York, State of New York, and that the defendant resume the taking of testimony on said 27th day of February, 1911, and continue the same until the defendant rests."

No more extensions were asked for (Serial VI, p. 743), although Judge Archbald meanwhile had gone on the Commerce Court bench, and the new judge might have been applied to. The order gave the defendant an indefinite time after February 27 in which to take its testimony and, as a matter of fact, there is no evidence as to when the testimony was closed. W. P. Boland's recollection is indefinite, and he does not assert that they ceased taking testimony after February (Serial VI, p. 787). The docket entries (Serial IV, p. 91) show that an amendment was applied for by the defendant on June 30, 1911, and that the evidence of both plaintiff and defendant, including rebuttal evidence of the plaintiff and surrebuttal of the defendant, were filed July 18, 1911. The case had been pending before the examiner for over 14 months—since November 17, 1910. The Supreme Court equity rules (rule 69) require the testimony in every case to be completed within three months. Mr. Frank E. Donnelly, the attorney for the Marian Coal Co., was not called to give the effect of the order upon the defendant's case, which he would naturally understand better than his client. In fact, Boland's complaint is not so much of the "30-day" order, as of what he alleges was the refusal of Judge Archbald to order the plaintiff to furnish a statement of the customers with whom he dealt, so as to enable Boland to investigate the facts. As brought out by Mr. Sterling in the examination of W. P. Boland (Serial VI, p. 743) and Mr. Graham (Serial VI, p. 733), there was no real application for such an order except so far as appears by the indefinite and easily misled recollection of W. P. Boland himself. There is no record evidence of it. In fact the Bolands did find what they wanted in the books of Peale, Peacock & Kerr (Mr. Graham's examination of W. P. Boland, Serial VI, p. 787).

It is hardly supposed that the granting of this order in the ordinary exercise of judicial discretion is sought to be made into an impeachable offense. Doubtless it has an important bearing on W. P. Boland's actions, because he says it is that which started his real suspicions of Judge Archbald's integrity, and started him on his plan to entrap Judge Archbald. In fact, he says that the $500-note incident would have been forgotten but for this order (Serial VI, pp. 768, 793; Serial VII, p. 816).

6.—Judge Witmer's Decision in the Peale Case and Judge Archbald's Connection With It.

The absurd story heard by W. P. Boland—or believed by him to have been heard—that Mr. Loomis, the vice president of the Lackawanna Railroad, got Judge Archbald to influence Judge Witmer to render this decision was the next act of oppression which actuated W. P. Boland, and he speaks of it in the same connection as his complaint about the "30-day" decision (Serial VI, p. 793; Serial VII, p. 816).

It is sufficient to say of this that neither W. P. Boland (Serial VI, pp. 783, 784, 765) nor C. G. Boland (Serial IV, p. 100) pretends to have any first-hand knowledge, but claim to have derived their story from Watson and Searle. Loomis (Serial IX, p. 1153) denies the story, and no inquiry was made of Watson or Searle, although attention was called to it by counsel for Judge Archbald when Searle was on the stand. (Serial X, p. 1253.) Phillips says that Boland told him that Searle told him that Loomis told Judge Witmer to render the decision. (Serial VII, p. 841.) There is nothing further to discuss with regard to it.

7.—Attempted Settlement of Marian Coal Co. Litigation.

Judge Archbald had nothing to do with the employment of Watson by the Bolands. They employed him on the recommendation of Williams as a man who had influence with the railroads. The inference is strong that the Bolands believed that Williams had in mind that Watson would interest Judge Archbald, because the whole incident is brought in in connection with Williams's alleged relations with Judge Archbald. (W. P. Boland, Serial VI, p. 734; C. G. Boland, Serial IV, p. 82; Reynolds, Serial V, p. 580.) Watson says that C. G. Boland first came to him about the matter—he does not know why—and that Boland suggested that Watson bring in Judge Archbald. (Serial VII, p. 844).

Whether the Boland motive was to trap Judge Archbald or to profit by the undue influence which they believed he could exert, their story is incongruous with the present assertion that they resented his interference (W. P. Boland, Serial VI, p. 784; C. G. Boland, Serial V, p. 541), though they never actually protested even when (as they allege) they were told that wholesale bribery was to be practiced in their behalf. Still more incongruous is the assertion that Judge Archbald's acts were in the interest of the railroad in order to delay the rate case until the Peale case should put them out of business (W. P. Boland, Serial VI, p. 737), which is evidently inspired by Boland's attorney, Mr. Reynolds. (Reynolds, Serial V, pp. 585, 594.) The Bolands themselves sought Watson and started these negotiations. They negotiated themselves with the railroad company, both before and after. (Serial VII, pp. 937, 938, 943.) The active work of the negotiation occurred in September, after the Peale decision. (Loomis, Serial IX, p. 1134 et seq.) And if designed for delay the negotiation would not have been broken so decisively by the railroads after only one interview with the railroad heads and with no suggestion of any further conference. (Serial IX, p. 1145; Serial X, p. 1188.)

Here again there is nothing but incompetent hearsay evidence that Judge Archbald was to participate in the fees or profits to be made by the settlement of this case. W. P. Boland does not pretend to have talked to Judge Archbald about it on any occasion (Serial VI, p. 729). C. G. Boland only goes so far as to say that he met Watson in Judge

Archbald's office, that Judge Archbald said he would be glad to help in the settlement, and called Loomis on the telephone while C. G. Boland was there, and, further, that Judge Archbald wanted an assurance of a fee of $5,000 to Watson, and that pursuant to this assurance C. G. Boland got a paper from W. P. Boland promising this fee, and gave it to Watson (Serial IV, pp. 82 and 83). All that C. G. Boland had to say about a division, either of the $5,000 fee or of the difference between $100,000 and $160,000 to be divided with Judge Archbald and the officials of the Lackawanna Railroad, he does not pretend to know of his own knowledge, but only by relation from Watson (Serial IV, pp. 88, 97, and 102). Indeed, C. B. Boland does not claim that Watson said that Judge Archbald asked for money, but merely that Watson said, "The judge was certainly an important factor," and "he felt the judge ought to be compensated." Although C. G. Boland talked to Judge Archbald about this settlement (Serial V, p. 541), and had a letter from him as late as November 13 (Serial V, p. 554), and talked to Loomis and Phillips, the officials of the Lackawanna Railroad, who, he says he thought, were to participate in the excess price asked by Watson (Serial V, pp. 537, 538, and 539), he never mentioned the matter to Judge Archbald or Mr. Loomis, and when he spoke of it to Phillips the latter (p. 538) vigorously denied it.

Phillips (Serial VII, p. 842), Watson (Serial VII, p. 901), and Loomis (Serial IX, pp. 1153 and 1157) all emphatically denied this story.

Although the above covers only a very small part of the charge made and the testimony taken on this transaction, it does cover all that could by any possibility be made an impeachable offense. That Judge Archbald interested himself as a mediator between the Marian Coal Co. and the Lackawanna Railroad, whether out of friendliness to the Bolands or to Watson or to the railroad, is not an offense of that character, unless he was either to profit by it or was to use an improper influence to bring it about. There is no evidence of either.

Criticisms upon Watson's testimony, and variation of his dates with the dates fixed by other witnesses, will not create evidence that Judge Archbald exercised any improper influence over the railroad, or attempted to do so, or that Watson asked him to do so, or, indeed, at the time of his Washington visit, asked him to interfere further at all in the case.

The reason for Judge Archbald's interest, in the entire absence of competent evidence of a corrupt motive, is evidently that given by several witnesses, as follows:

C. G. Boland (Serial IV, p. 89): "When I was called over to his office I was led to believe that he was acting as a friend of Mr. Watson; and I might say that the judge and myself have been neighbors for more than 40 years. We were friends."

Truesdale (Serial IX, p. 1113): "They were all, I took it, acquaintances and friends of long standing of Judge Archbald's."

Loomis (Serial IX, p. 1142): "Mr. Archbald being a friend of the Bolands and being friendly to us, was simply acting as a mediator to adjust the differences that were existing between our companies."

Jenney (Serial IX, p. 1168) says that on asking Maj. Warren, his associate attorney in Scranton, what Judge Archbald's motive was, he received the answer that Watson was influential in getting the United States court located at Scranton, drew the bill, and expected to be the judge, and that Judge Archbald, having been appointed in his stead, felt kindly toward him and wanted to help him, and was therefore drawn in by Watson.

That Watson raised the price he asked of the Lackawanna Railroad from the figure of $100,000, authorized by the Bolands, to $160,000, without authority, would, if true, affect only his relations with his client and would not tend to prove that Judge Archbald or anybody else was to participate in the excess sum. It is interesting, however, to notice that as early as September 1, 1911, the claim made in behalf of the Marian Coal Co. for reparation against the Lackawanna Railroad was for an average of 43 cents excess rate per ton upon 376,000 tons of coal shipped, amounting to $161,680 (letter of Phillips to Loomis of Sept. 1, 1911, Serial VII, p. 942). This is the sum which figured as Watson's demand. And from the date of this letter it evidently figured in the negotiations long before Watson's interview with Phillips, Loomis, and Truesdale on October 5, 1911. In fact, independently of Watson, the Bolands were seeking a settlement by interviews with Mr. Reese, the Lackawanna's attorney in Scranton. (Reese to Seager, July 31, 1911; Reese to Phillips, July 29, 1911, speaking of interview with W. P. Boland; Reese to Seager, Aug. 11, 1911, Serial VII, pp. 937 and 938.) Boland also continued negotiations after Watson's intervention. (Letter, Reese to Seager, Jan. 12, 1912, speaking of conference with Boland about settlement of all claims, Serial VII, p. 943.) And, as is already noted, C. G. Boland himself interviewed Loomis and Phillips after Watson had dropped out. (Serial V, p. 537.) The manner in which this claim of $161,680 is made up precludes the possibility of its being invented by Watson, as asserted by the Bolands. Although Boland's clerk, Pryor, prepared some figures about freight rates and tonnage to show the coal company's damages and took them to Watson (Serial IV, pp. 50, 72), who returned all his papers to the Bolands (Serial VII, p. 844), and although Judge Archbald evidently had some papers which he returned with the "Dear Christy" letter (Serial V, p. 554), no papers whatever are produced by the Bolands which were used in the Watson negotiations, and their absence is not accounted for. It is highly probable that they showed these very figures.

Nor is there a word of testimony to connect Judge Archbald with Watson's intention to collect an excess of over $60,000 if it existed.

This closes the discussion of all the charges that were preferred against Judge Archbald either in the Cockrell memorandum or the hearing before the Attorney General.

Other charges which have been indicated in the taking of testimony before the committee will next be considered.

8.—RISSINGER NOTE.

As to this note the intimation seems to be that Judge Archbald sat as trial judge in a case in which one Rissinger was interested as plaintiff against insurance companies at a time when he was indorser on Rissinger's note for $2,500.

This is disposed of by the fact that Mr. Reynolds (Serial VI, p. 636) and Mr. Lenahan (Serial VIII, p. 1051) assert that Judge Archbald's rulings could not possibly have been different from what they were. They both participated in the trial and settlement as counsel for the plaintiff.

The record dates also prove that the suit was tried and settled November 23, 1908 (Docket entries, Serial VI, p. 657), and that the note which was in form an accommodation and discounted for Rissinger, the maker, was dated November 28, 1908, and discounted December 12, 1908. (Wallace M. Ruth, cashier of the bank, Serial VI, p. 665).

9.—AS TO THE SUM OF $250 RECEIVED FROM SALE OF GRAVITY FILL.

Here the charge appears to be that Judge Archbald received the sum of $250 for using his influence with railroads in connection with a culm dump known as the Gravity fill.

It is apparent that Judge Archbald really received this money for services in negotiating with Mr. Berry (who represented the owners of the dump), as testified by Berry (Serial VIII, p. 1055). Neither Berry nor his principals, nor any of the other parties to the transaction, had any affiliations with any of the railroads or any parties litigant in Judge Archbald's court. The coal from this dump is all shipped over the "Laurel Line," which is not an interstate line, and can therefore have no cases in the Commerce Court (Serial VI, p. 706). There is nothing improper in this transaction, unless it be an offense on the part of a judge to engage in any business transactions whatever. This is the only money, or profit of any kind, which anybody testifies Judge Archbald actually realized from any transaction.

10.—INTERVIEW WITH RICHARDS ON BEHALF OF WARNKE.

Both Mr. Richards (Serial VI, p. 668) and Mr. Warnke (Serial VI, p. 675), say that the only thing that was done was that Judge Archbald requested Mr. Richards, an official of the Philadelphia & Reading Coal & Iron Co., to give Warnke another hearing on an old controversy, but that this was politely but firmly refused. The matter ended there. Nobody says that Judge Archbald acted in any other capacity than as a friend of Warnke or suggested the granting of any other favor than a rehearing.

11.—SALE OF INTEREST IN EVERHART LAND TO LEHIGH VALLEY COAL CO.

Mr. Warriner testifies (Serial VI, p. 710) that his company, the Lehigh Valley Coal Co., had been buying up the title of the lessors in a certain tract of which the company was lessee, and that the interest owned by a Mrs. Llewellyn, one of the Everhart heirs, was still outstanding, as she would not sell. Judge Archbald said to him that a man named Dainty had influence with Mrs. Llewellyn and could persuade her to sell, and Mr. Warriner thereupon gave to Judge Archbald the price at which they would buy, which was the same proportionate price as they had given to the other interest, saying that they absolutely would pay nothing more. He supposed that Judge Archbald was acting as a friend of the owner, because the people originally came from Scranton, and he heard nothing further from it after that (Serial VI, p. 710, et seq.).

Williams testifies (Serial II, p. 22) that "Judge Archbald had no interest in it"; that he (Williams) introduced Dainty as a friend of the Everharts to Judge Archbald, because he (Williams) "thought" Judge Archbald could get the Lehigh Valley Coal Co. to pay the price Mrs. Llewellyn, one of them, wanted; that Judge Archbald communicated with Mr. Warriner. Further than that he knows nothing.

Even W. P. Boland says of this transaction (Serial VI, p. 779): "I do not think there was to be a cent divided on the Everhart deal by any of them."

12.—MORRIS & ESSEX TRACT, OWNED BY THE LEHIGH VALLEY COAL CO.

This tract was sought to be leased by Dainty from the Lehigh Valley Coal Co. There is nothing to show that the negotiation got so far as to mention terms. It is linked with the previous transaction (No. 11, above), although not otherwise than that Judge Archbald said to Mr. Warriner, at the time of his interviews about that matter, that Dainty would like to have a lease of this tract. The two matters had no connection in Mr. Warriner's mind (Serial VI, p. 714), and Judge Archbald was not to have any interest in the matter (Serial VI, p. 720).

Mr. Wrisley Brown (Serial X, p. 1291) testifies that Dainty said to him that Judge Archbald had no interest in this Morris & Essex tract.

Williams testifies (Serial II, p. 27) that he knows of this only from Dainty; that he knows of no interest of Judge Archbald in it, and he does not appear to know of any terms.

W. P. Boland knows of this only from Dainty (Serial VI, p. 772), and has a most remarkable story twice repeated (Serial VI, pp. 772 and 779); that it was a reward to Judge Archbald for services to the Lehigh Valley in the "segregation" or "commodity-clause" suit. This, no doubt, refers to the litigation which resulted in the decision of the Supreme Court rendered May 3, 1909, before the Commerce Court was created, in United States *v.* Delaware & Hudson Co. (213 U. S., 366), a litigation with which Judge Archbald was never connected in any way.

The interest of Judge Archbald in this matter doubtless grew out of the fact that Dainty was to help clear up the Everhart interest in the Katydid culm dump, which, while outstanding, stood in the way of a sale to Mr. Conn (W. P. Boland, Serial VI, p. 774; Williams, Serial II, p. 9).

13.—PACKER NO. 3 DUMP.

As to this the intimation seems to be that Judge Archbald's influence with the Lehigh Valley Railroad was used in an attempt to procure a lease of a valuable culm dump.

Judge Archbald's attention was evidently brought to this dump by the fact that he had been approached about purchasing a neighboring washery known as the "Oxford," and on finding that this was not a good proposition had been drawn off to what seemed a better one near by (Archbald letter to Warriner, Serial X, p. 1229).

This dump was produced by the Lehigh Valley Coal Co. in mining operations under a lease from the Girard estate, which expires December 31, 1913. Notwithstanding it had run several years, the company was making no use of the dump (Serial IX, p. 1099), although they were doing a little toward working an adjoining dump of better quality (Serial IX, pp. 1106 and 1109; Serial X, p. 1231).

One of the dumps applied for the company had tried to work and found too full of ashes. (Serial IX, p. 1106.) The dumps, in fact, were of poor quality (Serial IX, p. 1105), and the company did not make a practice of working their dirt banks. (Serial IX, p. 1109.)

Judge Archbald and his associates apparently secured from Mr. Warriner a tentative agreement that they might get from the Girard estate a lease on this dump, the terms of which arrangement are shown by letter of Judge Archbald to Col. James Archbald (Serial IX, p. 1086), which provided for shipping over the Lehigh Valley Railroad, and for a royalty to the coal company added to the royalty that was to be paid to the Girard estate, and included an arrangement for keeping the stream clear of slush. Mr. Thomas, the president of the company, said that he had never agreed to this and that his consent was necessary. (Serial X, p. 1214.)

Madeira Hill & Co., of the Oxford washery, had previously obtained Warriner's consent to a lease of this bank to them, but the matter had fallen through. (Serial IX, p. 1109.)

The whole matter fell through because the Girard estate thought such a sublease would interfere with negotiations for a new leasing of the mines operated by the Lehigh Valley, and might deter other applicants which were in sight. (Serial IX, p. 1090.) Doubtless, however, the Lehigh Valley would not have objected to an arrangement which would have done this, as it would have helped them in their application for renewal.

14.—HELM BRUCE CORRESPONDENCE.

The letter of Mr. Helm Bruce relating to the testimony of Mr. Compton, elicited by Judge Archbald, was pasted into the record, evidently put there by Judge Archbald (Serial VIII, pp. 1066, 1079), so that all parties had the benefit of it, whatever it was. As stated by Mr. Bruce, the matter was not important, and the subsequent decision of the case the testimony of Mr. Compton was taken as it originally stood. "A colloquy occurred in the course of Mr. Compton's examination," the opinion says, "in which he seems to have admitted that the rule in the local tariffs referred to, not being limited in terms, might be claimed to have authorized the application of the Mobile combination to Montgomery shipments," which proves that the testimony was not regarded as changed. The same is substantially true with regard to the other inquiries answered by Mr. Bruce. The opinion assumed that there had been departures from the "Cooley adjustment" with respect to commodity rates, and that commodity rates were possibly what the commission, in speaking of these departures, had in mind, and the opinion then proceeded to show that this did not affect the stability of the "Cooley adjustment," it being class and not commodity rates that were involved. With this conclusion reached, the importance of the inquiries disappeared.

15.—WIRE TRUST SENTENCES.

It is submitted that these sentences involved the exercise of judicial discretion, and that nothing appears to indicate that that discretion was not wisely exercised. District Attorney Wise, in conference with the Attorney General, prefigured the result, calling attention to the fact that these Wire Trust pools had been discontinued for some considerable time, and expressing the opinion, in view of this and the doubtful construction of the Sherman law prior to the Standard Oil decision in the Supreme Court, that a jail sentence was not necessary, and not likely by any judge to be imposed. (Serial X, p. 1200.) He also distinctly said that he had not asked for more than a fine in any of the cases (p. 1200), except that of Jackson, on whom the maximum fine of $5,000 in each of the nine cases in which he was indicted was imposed. Nor would he deny that in discussing beforehand in chambers with Judge Archbald and counsel for the other defendants the question of the fine to be imposed on them, $2,000 was all that he had asked (p. 1202). The observations of Judge Archbald, at the time the sentences were imposed, disclose the considerations by which he was moved and justify the result (pp. 1205 and 1298).

16.—PURSE CONTRIBUTED BY MEMBERS OF THE BAR.

This money was not put into Judge Archbald's hands until the steamer was just ready to start, and Judge Archbald had no knowledge of it until that time. (Serial X, pp. 1242 and 1249.) It was intended as spending money to relieve Judge Archbald when called upon to go outside the expenses of the trip, which was made as the guest of a relative. (Serial X, pp. 1243, 1250.)

However embarrassing it might be to receive the money, it was impossible to refuse it in good taste and without reflecting on the givers. Nobody pretends that any of the gentlemen who contributed to this fund or Judge Archbald himself connected this transaction with any litigation then pending or liable to arise in the future.

THE LAW.

A corrupt decision is of course an impeachable offense.

The charges with regard to the Boland and Rissinger notes are the only ones which even approach to this character, and they are disposed of by the evidence.

An unwise decision will hardly constitute an impeachable offense, and even those who disagree with the penalties inflicted in the Wire Trust cases can not characterize them further than that.

All the other charges, which do not fail utterly on the testimony, relate not at all to corrupt or improper, or unwise, or even erroneous judicial action. Except for the Helm Bruce correspondence, they do not bear any relation to any specified litigation. Even the Litherage case on the statements made by Williams to Mr. Wrisley Brown bears only a remote relation to the Katydid dump; and when he dates are examined it appears that the business transaction which occurred months afterwards could not by any possibility have influenced the decision there. Indeed, nobody claims that it did.

No crime of any grade or under any law is alleged in these other charges, nor do they include any immoral act short of a crime.

Whether, therefore, impeachable offenses be those which have a criminal character, but may have no relation to the office of the person charged, and those which, falling short of positive crime, amount to improper conduct in the exercise of the office (as contended by the managers for the House in the Swayne case), or only acts which are criminal and performed in connection with official duty (as contended for the respondent in that case)—there is no impeachable offense shown here. Aside from the charges just mentioned, the acts of Judge Archbald consist solely of engaging in business dealings with those who were or might be litigants before him. Of course this in itself is not a crime of any grade whatever, and there is no suggestion even arising from the evidence before the committee that in any case such dealings were with an evil intent on the part of Judge Archbald.

It is not deemed necessary, in view of the weakness of the evidence in this case, to enter into any elaborate discussion of the authority as to what constitutes an impeachable offense. It is sufficient now to refer to what was said on this subject in the Swayne case.

The contention for the respondent in that case is shown by the following quotation from the brief of respondent's counsel (S. Doc. No. 194, 58th Cong., 3d sess., p. 393):

"In English and American parliamentary and constitutional law the judicial misconduct which rises to the dignity of a high crime and misdemeanor must consist of judicial acts performed with an evil or wicked intent by a judge while administering justice in a court, either between private persons or between a private person and the government of the State. All personal misconduct of a judge occurring during his tenure of office and not coming within that category must be classed among the offenses for which a judge may be removed by address, a method of removal which the framers of our Federal Constitution refused to embody therein."

And the contention on the other side appears well from the argument and citations of Mr. Manager Clayton for the House. (Id., p. 617.) He cites the following passage from the history of the Constitution of the United States, by George Ticknor Curtis, in volume 2, page 260:

"The purposes of an impeachment lie wholly beyond the penalties of the statute or the customary law. The object of the proceeding is to ascertain whether cause exists for removing a public officer from office. Such a cause may be found in the fact that either in the discharge of his office or aside from its functions he has violated a law or committed what is technically denominated a crime. But a cause for removal from office may exist when no offense against positive law has been committed, as when the individual has from immorality or imbecility or maladministration become unfit to exercise the office."

He quotes also from Foster on the Constitution (Id., pp. 619, 620), including the following paragraph:

"Some advocates have gone so far as to maintain by a misapplication of a term of the common law that the proceedings on an impeachment are not a trial, but a so-called inquest of office, and that the House and Senate may thus remove an officer for any reason that they approve. That Congress has the power to do so may be admitted, for it is not likely that any court would hold void collaterally a judgment on an impeachment where the Senate had jurisdiction over the person of the condemned. And undoubtedly a court of impeachment has the jurisdiction to determine what constitutes an impeachable offense. But the judgments of the Senate of the United States in the cases of Chase and Peck, as well as those of the State senates in the different cases which have been before them, have established the rule that no officer should be impeached for any act that does not have at least the characteristics of a crime, and public opinion must be irremediably debauched by party spirit before it will sanction any other course.

"Impeachable offenses are those which were the subject of impeachment by the practice in Parliament before the Declaration of Independence, except in so far as that practice is repugnant to the language of the Constitution and the spirit of American institutions. An examination of the English precedents will show that, although private citizens as well as public officers have been impeached, no article has been presented or sustained which did not charge either misconduct in office or some offense which was injurious to the welfare of the State at large.

"In this class of cases, which rests so much in the discretion of the Senate, the writer would be rash who were to attempt to prescribe the limits of its jurisdiction in this respect.

"An impeachable offense may consist of treason, bribery, or a breach of official duty, by malfeasance or misfeasance, including conduct such as drunkenness when habitual or in the performance of official duties, gross indecency, and profanity, obscenity, or other language used in the discharge of an official function which tends to bring the office into disrepute, or an abuse or reckless exercise of a discretionary power as well as a breach or omission of an official duty imposed by statute or common law, or a public speech when off duty which encourages insurrection. It does not consist in an error in judgment made in good faith in the decision of a doubtful question of law, except, perhaps, in the violation of the Constitution."

In the brief of respondent's counsel (Id., p. 396) occurs the following:

"On the other hand an equally untenable attempt has been made to widen unreasonably the jurisdiction of the Senate sitting as a court of impeachment by the claim that, under the general principles of right, it can declare that an impeachable high crime or misdemeanor is one in its nature or consequence subversive of some fundamental or essential principle of government or highly prejudicial to the public interest, and this may consist of a violation of the Constitution, of law, of an official oath, or of duty, by an act committed or omitted, or without violating a positive law, by the abuse of discretionary powers for improper motives or for an improper purpose."

In all these definitions there is either the element of crime or of breach of official duty. No contention appears ever to have been made that an act not criminal and not official is an impeachable offense. In the case of Judge Archbald nothing approaching any previous definition of impeachable conduct has been shown. To make such relations between a judge and others as appear here impeachable we must assume a law to be in force which makes it a crime for a judge to purchase property from any person or corporation who has, or is likely to have, litigation in his court. There is no such law, and it is hardly conceivable that Congress would enact such a statute to govern future cases.

In conclusion it is respectfully submitted to the committee that its jurisdiction is only to inquire and report to the House whether there is ground for an impeachment of Judge Archbald. If the committee shall find that no such ground exists, it should not, in fairness to Judge Archbald, inquire or report whether as to any of the matters referred to in the evidence he has been indiscreet.

One who is impeached is tried by a court where the rules of evidence govern the investigation of the facts and where he has the right to summon witnesses and to object to hearsay and other incompetent evidence. While this committee has permitted Judge Archbald to be present with his counsel during its hearings and to cross-examine such witnesses as were called by the committee, this has been done as a courtesy (which is greatly appreciated) and not accorded as a right. As suggested by the chairman during the hearings, the proceedings in this case have been in the nature of an inquiry, not a trial. This is eminently proper and in accordance with usage if the question to be determined is solely whether impeachment shall be advised. But if such a proceeding, where only one side is heard, should result in a report to the House that Judge Archbald's conduct has been merely indiscreet or censurable, a great injustice would be done to him, for in such a case there would be no opportunity afforded him to present his defense. It would be the equivalent of an indictment by a grand jury out of court.

R. W. ARCHBALD, Jr.,
M. J. MARTIN,
SAMUEL B. PRICE,
A. S. WORTHINGTON,
Attorneys for Judge Archbald.

The SPEAKER. The gentleman from Pennsylvania asks unanimous consent to extend his remarks in the RECORD. Is there objection? [After a pause.] The Chair hears none.

Mr. CLAYTON. Let it apply to all gentlemen who have spoken or will speak.

The SPEAKER. The gentleman from Alabama asks to amend the request of the gentleman from Pennsylvania that all gentle-

men who have spoken on this subject have leave to extend their remarks in the RECORD on this subject.

Mr. CLAYTON. Or may hereafter speak.

The SPEAKER. Or may hereafter speak on it.

Mr. MANN. I think we had better first only have it apply to those who have spoken; however, I have no objection.

The SPEAKER. Is there objection? [After a pause.] The Chair hears none, and it is so ordered.

Mr. HOWLAND. Mr. Speaker, in the history of the judiciary of our country we find very few cases of impeachment of Federal judges. That in and of itself is the highest compliment that could possibly be paid to the integrity of the Federal judiciary. And I shall always do everything in my power to maintain that high standard and keep the judiciary forum free from every suspicion of sinister influence or taint of corruption. When this matter was first referred to the Judiciary Committee I was prejudiced in favor of Judge Archbald, first, because I thought that probably the complaint was the work of disappointed litigants, and, second, because I did not like the motive of influential witnesses who had all too evidently tried to trap the judge, and I hesitated to set in motion the machinery of the Government in an impeachment proceeding, taking the time of this House and the time of the Senate, on biased, malicious, or doubtful testimony. But, Mr. Speaker, as the evidence kept piling up motives became immaterial and facts—bare, bold facts—stared us in the face, and I could not but feel that it was my duty to support this resolution in the committee and report it to the House.

I do not hesitate to say that here to-day we are facing a crisis in the judicial history of this country, and by this resolution we are raising the question here and now whether or not the machinery provided by the fathers in the Constitution of our country is sufficient to meet the issue raised at this time under these counts. If the facts alleged are substantiated and the established machinery for dealing with conditions therein set forth fails, the demand for radical changes in our organic law on this subject will have to be satisfied. Such conditions can not exist and confidence in the integrity of the judiciary be maintained. We owe a responsibility at this time to the people of this country who demand a pure and incorruptible judiciary, and we owe, if you please, a grave responsibility to the judge who is brought before this House. We occupy not the position of petit jurors, but in a certain sense each Member of this House now is sitting as a member of a grand jury, and the only question before us is the question of probable cause, a question of probable guilt, and not a finality.

The proceedings thus far have been ex parte, and every friend of Judge Archbald on this floor owes it to him at this stage of this proceeding to vote in favor of this resolution to-day, in order that he may have a full and free opportunity before the bar of the Senate to prove, if he can—and I trust in good faith and in all sincerity that he can—that he is absolutely innocent of the prima facie case which is made in this resolution.

Mr. Speaker, in my judgment your committee would have been derelict in the premises if, in the face of the testimony presented to that committee, we had failed to bring in this resolution. If it shall ultimately transpire that the evidence which we believe sufficient to warrant us in our action is sufficient to substantiate before the bar of the Senate the accusations which we bring, then under those circumstances Judge Archbald ought not to sit in judgment on the Federal bench. But if he is not guilty, then he will have an opportunity to establish that fact forever to the satisfaction of the entire country.

Mr. Speaker, I shall only call attention to one count in the resolution which seems to me, while it does not charge the judge with a crime under any Federal statute, to be one of the most serious charges brought against the judge, and that is article 12, which reads as follows:

That on the 9th day of April, 1901, and for a long time prior thereto, one J. B. Woodward was a general attorney for the Lehigh Valley Railroad Co., a corporation and common carrier doing a general railroad business; that on said day the said Robert W. Archbald, being then and there a United States district judge in and for the middle district of Pennsylvania, and while acting as such judge, did appoint the said J. B. Woodward as a jury commissioner in and for said judicial district; and the said J. B. Woodward, by virtue of said appointment and with the continued consent and approval of the said Robert W. Archbald, held such office and performed all the duties pertaining thereto during all the time that the said Robert W. Archbald held said office of United States district judge, and that during all of said time the said J. B. Woodward continued to act as a general attorney for the said Lehigh Valley Railroad Co.; all of which was at all times well known to the said Robert W. Archbald.

Mr. BOWMAN. Will the gentleman yield at that point just for a question?

The SPEAKER. Will the gentleman yield?

Mr. HOWLAND. I do not care to yield.

Mr. BOWMAN. Just one minute. Mr. Woodward is a constituent of mine.

Mr. HOWLAND. I yield, inasmuch as he is a constituent of the gentleman from Pennsylvania.

Mr. BOWMAN. Yes; and one of the most honorable gentlemen that resides in that district. He was the State Democratic delegate to the last convention. The difficulty was in that county that we had improper jury commissioners, and by a special request that gentleman was appointed to that office, and no objection was ever made to any juryman upon account of his selection.

Mr. HOWLAND. Mr. Speaker, I am raising no question as to the integrity or character of any man. All we have presented to us are the facts as developed by the testimony. I do not appear here as a prosecutor in any way, shape, or manner; but the fact that the attorney for a railroad company should be appointed by a judge as a jury commissioner to select the jury to try the cases of the railroad company in the judge's court and continues to act as such attorney and commissioner at one and the same time strikes me as the most severe indictment and arraignment of a judge that could possibly be presented. Justice may be blind, but we are not. [Applause.]

Mr. Speaker, I have heretofore on the floor of this House taken strong ground in favor of an independent judiciary, speaking particularly with reference to the recall of judges by popular vote. I speak just as strongly to-day for an independent judiciary as against the sinister influence of private interests. They must not and shall not creep into the court room by the back stairs.

While on the one hand we insist that political influences shall not reach the ear of the judge, we must just as strenuously insist that the ear of the judge shall not be secretly at the service of private interests in the selection of jurors or in any other manner. [Applause.]

Mr. FLOYD of Arkansas. Mr. Speaker, it is not my purpose to detain the House very long. I am anxious that this resolution shall be passed now, and will therefore avail myself of the opportunity of submitting a short statement of some of the more salient facts in the case.

I want to say that I heard every word of this testimony, as detailed by the witnesses, and after reading it as it has been printed in the hearings it is my judgment that the evidence before your Committee on the Judiciary sustains each and all of the 13 specifications or articles of impeachment against Judge Archbald. [Applause.]

Permit me to state briefly the testimony in support of article No. 1, which I regard as one of the most important charges embraced in the resolution.

Judge Robert W. Archbald was appointed a United States district judge for the middle district of Pennsylvania on the 29th day of March, 1901. He continued to serve as a United States district judge until the 31st day of January, 1911, on which date he was duly appointed as an additional United States circuit judge and designated as one of the judges of the United States Commerce Court, and entered at once upon the discharge of his duties as a judge of said United States Commerce Court. Judge Archbald, on or about the 31st day of March, 1911, became interested with one Edward J. Williams in an effort to purchase or secure an option on a certain culm dump, commonly known as the Katydid culm dump, near Moosic, Pa., owned by the Hillside Coal & Iron Co., a corporation, and one John M. Robertson. Previous to this time, however, Edward J. Williams had applied to W. J. May, vice president and general manager of the Hillside Coal & Iron Co., for an option on the said culm dump, and May had refused to consider his application for such option. Edward J. Williams lives at Scranton, Pa., where Judge Archbald also resides. Edward J. Williams is a coal miner and coal operator, but in recent years has been engaged chiefly in buying and selling culm dumps under options secured from the owners thereof.

The evidence discloses that Edward J. Williams is not regarded in and about Scranton, where he has resided for about 20 years, as a man of financial responsibility, reliability, or of high character for truthfulness, and his testimony before your committee is so conflicting and vascillating in its character as to be abundantly convincing that any lack of confidence among his neighbors and fellow townsmen in his veracity is well founded. The evidence, however, discloses that Judge Archbald was well acquainted with Edward J. Williams and had ample opportunity to know his character and standing in said community.

On March 31, 1911, after Edward J. Williams had been refused an option on the Katydid culm dump, Judge Archbald entered into an agreement with the said Edward J. Williams whereby he and Williams agreed to become equal partners in the purchase of the Katydid culm dump with the view and for the purpose of disposing of said property under such option

in such a way as to be of financial profit to themselves. Pursuant to said agreement and understanding, and in furtherance thereof, Judge Archbald, on the date mentioned, addressed a letter to William A. May, vice president and general manager of the Hillside Coal & Iron Co., making an inquiry as to whether or not the said coal company would dispose of its interest in the Katydid culm dump, and if so, upon what terms, which letter was delivered in person by Edward J. Williams to William A. May, who thereupon directed an investigation and estimate to be made of the amount and value of the coal in said culm dump with the view of disposing of the dump to Judge Archbald and his associate, Edward J. Williams.

On or about the 15th day of June, 1911, William A. May brought the matter of the option of this property to the attention of his immediate superior in office, G. A. Richardson, vice president of the Hillside Coal & Iron Co., and also vice president of the Erie Railroad Co., and G. A. Richardson, disapproved of the proposal to sell or otherwise dispose of the property. Edward J. Williams, being fully advised as to the action of G. A. Richardson in refusing to approve or recommend the sale of or the giving of an option on Katydid property, reported the facts to his associate and partner, Judge Archbald, and thereafter, namely, on the 4th day of August, 1911, Judge Archbald, pursuant to an engagement previously made, met in the city of New York George F. Brownell, vice president and general solicitor of the Erie Railroad Co., and requested Mr. Brownell to put him in touch with that department or official of the said Erie Railroad Co. in control of the sale and disposition of the coal property belonging to the railroad company or its subsidiary corporations. And thereupon Mr. Brownell personally introduced Judge Archbald to G. A. Richardson, vice president of said Hillside Coal & Iron Co., and of the Erie Railroad Co., who was in charge of its coal department, and then and there Judge Archbald took up with G. A. Richardson the proposition for the purchase and option of the Katydid culm dump for himself and Edward J. Williams. At this conference G. A. Richardson at the instance of and by the influence of Judge Archbald changed his position and policy in regard to the sale and disposition of this property; and thereafter, on the 29th day of August, 1911, in a personal conference with William A. May, vice president and general manager of the Hillside Coal & Iron Co., directed the said William A. May to reopen negotiations with Judge Archbald and Edward J. Williams for the purchase of said Katydid culm dump; and on the 30th day of August, 1911, the day immediately following this conference, William A. May, in behalf of the Hillside Coal & Iron Co., executed a certain writing or option to Edward J. Williams for the use and benefit of himself and Judge Archbald for the consideration of $4,500, to be paid to the Hillside Coal & Iron Co. for its undivided one-half interest in the property.

At the time of these several transactions and negotiations the Erie Railroad Co. owned all of the stock of the Hillside Coal & Iron Co., and George F. Brownell was then and there vice president and general solicitor of the Erie Railroad Co., and G. A. Richardson was then and there vice president and general manager of the Hillside Coal & Iron Co. and was also a director of and vice president of the Erie Railroad Co. and was the immediate superior in office of the said William A. May. During the period covering the several negotiations mentioned Robert W. Archbald was a judge of the United States Commerce Court, duly designated and acting, and the Erie Railroad Co. was a common carrier engaged in interstate commerce and had divers and sundry suits pending in the United States Commerce Court for hearing and determination, and George F. Brownell was counsel of record in such cases. It is clear to my mind and it was clear to your committee that Judge Archbald well knew these facts and took advantage of his official position as judge of the United States Commerce Court to wrongfully induce and influence the officials of the railroad company to direct the officers of the Hillside Coal & Iron Co., a subsidiary corporation thereof, to enter into a contract with him and his associate, Edward J. Williams, for financial profit to themselves. It is also equally clear that Judge Archbald, through the influence exerted by reason of his position as judge of the United States Commerce Court, willfully and corruptly did induce and cause the officers of the Erie Railroad Co. to permit, direct, and influence the officers of the Hillside Coal & Iron Co. to enter into such contract contrary to the general policy of said company and for a grossly inadequate consideration.

After securing this agreement or option, Judge Archbald having also acquired from one John M. Robertson an option for the purchase of the remainder of Katydid culm dump in the name of his associate and partner, Edward J. Williams, on the 20th day of September, 1911, and at different times thereafter undertook in person to negotiate a sale of said culm dump to the Lackawanna, Wyoming & Valley Railroad Co. through Charles F. Conn, president and general manager of said railroad company, said railroad being an electric railroad engaged in intrastate business, but also in connection with other railroad companies crossing its line was engaged in handling traffic moving in interstate commerce. At the time aforesaid the Lackawanna, Wyoming & Valley Railroad Co. was a patron of the Hillside Coal & Iron Co. in the purchase of large quantities of coal for use in operating its line of railroad; at the time aforesaid an agreement was entered into by and between Charles F. Conn, president, as aforesaid, in behalf of his railroad company, and Judge Archbald and Edward J. Williams for the purchase of all the coal in said Katydid culm dump for 27½ cents per ton for the entire tonnage and material therein, amounting, according to the estimates of the engineers of the Erie Railroad Co. and also of the Lackawanna, Wyoming & Valley Railroad Co., to between 85,000 and 95,000 tons, which agreement was made subject to approval of title to said property by the attorneys of the Lackawanna, Wyoming & Valley Railroad Co., the title to which was not approved by the attorneys of said railroad company, and by reason of their failure to approve title the deal was not consummated. Under the terms of this agreement, based on the estimates of the engineers as aforesaid who examined the property, Judge Archbald and Edward J. Williams would have received under said contract a gross sum of from thirty-five to forty thousand dollars for said coal dump, and would have realized a net profit to themselves of from twenty to twenty-five thousand dollars.

After their failure to consummate the above-described deal with the Lackawanna, Wyoming & Valley Railroad Co., Judge Archbald and Edward J. Williams on or about the 11th day of April, 1912, entered into a contract with one Richard Bradley for the sale of the Katydid culm dump for the consideration of $20,000, which agreement was approved in writing by William A. May, vice president and general manager of the Hillside Coal & Iron Co., and by direction of the said William A. May the attorneys of the Erie Railroad Co. prepared a deed of conveyance conveying all of the rights and title of said coal company in the Katydid culm dump to Edward J. Williams for the use and benefit of himself and of Judge Archbald. This agreement and conveyance was submitted to the several parties in interest for their approval on or about the 11th day of April, 1912, and the matter is still pending, subject to the approval of the superior officers of the Hillside Coal & Iron Co. and of the Erie Railroad Co., and the execution of deeds and conveyances to the property aforesaid.

It is not denied that Judge Archbald was financially interested in each of the foregoing contracts and agreements mentioned and described, but he carefully avoided placing his name in the face of any of such contracts or agreements as one of the contracting parties, so that the fact of his having or owning an interest therein was concealed from the public, but the evidence fully discloses that Judge Archbald's interest in the several contracts and agreements made and sought to be made was well known to the officers and agents of said coal company and of the several railroad companies named.

I wish now to call your attention to another questionable transaction, namely, to the evidence of Judge Archbald's accepting as a gift or present a certain promissory note for $500, or an interest therein. Article No. 5 relates to the matter to which I wish now to direct your attention.

The testimony in regard to this transaction and to circumstances leading up to it is somewhat conflicting, but there is no view of this testimony which does not tend to the discredit of Judge Archbald. Edward J. Williams, the same Williams that was associated with the judge in Katydid culm dump deals, testifies that about December, 1909, he and one John Henry Jones became partners in an option on 1,000,000 acres of land in Venezuela and that Judge Archbald expressed a desire to become interested in the deal. The testimony shows that on December 3, 1909, John Henry Jones executed a promissory note for $500 payable to Judge R. W. Archbald, due three months after date, and that same was afterwards indorsed by Edward J. Williams and R. W. Archbald and discounted by a bank, Jones receiving the cash thereon. This note has never been paid, but has been renewed from time to time every three months since its execution. According to the testimony of Edward J. Williams, this money was secured by and for Judge Archbald and was paid to Jones in consideration of an interest in the Venezuela deal. John Henry Jones gives a different version of this transaction. According to his testimony this $500 note was executed by him on December 3, 1909, and made payable to Judge Archbald and

was thereupon indorsed by Judge Archbald and afterwards by Edward J. Williams and delivered to him (Jones) and was discounted by a bank, and that he (Jones) received the entire proceeds of the same. He testifies that the note was not executed in consideration of any interest in the Venezuelan land deal, and states that Judge Archbald at no time had any interest in said deal and that the note was simply accommodation paper to enable him to secure a loan of $500 by reason of the judge's indorsement that he could not secure on his own indorsement.

The testimony shows that afterwards, about December, 1911, John Henry Jones obtained knowledge of a culm fill near Scranton, Pa., owned by Lacoe & Shiffer. Jones communicated his knowledge of this culm fill to Frederick Warnke, who desired to purchase same. According to the testimony of John Henry Jones, who held or claimed to hold an option on same, his commission in case a deal was made for this property was fixed at $500. The testimony shows that Jones brought the parties together and introduced them, but took no part further in the negotiations for or the sale of the property. Jones testifies that the deal was made, and the firm of Warnke & Co., of which Frederick Warnke was a member, became the purchasers of the same. Jones further testifies that he demanded his commission of Warnke & Co., and received same in the form of a note for $500. He further testifies that he gave one-half of the amount of this note, or $250, to Judge Archbald as a gift or present in consideration of the favor rendered by him in indorsing for discount the $500 note of date December 3, 1909, already referred to, and that the judge accepted the same as a gift or present. Frederick Warnke gives a different version of this transaction. Warnke testifies that John Henry Jones showed him the property and introduced him to Lacoe & Shiffer, the owners thereof. He also testifies that Jones told him that Judge Archbald knew about the title to the property. He testifies that he made the deal directly with the owners, and was compelled to pay $1,000 more for the property than the price given to him by Jones. Jones had priced the property at $6,500, and the price paid by the firm of Warnke & Co. was $7,500. Warnke testifies that after the purchase was made Jones called on him for a commission of $500, and he refused to pay him any commission, and denied that he was entitled to any commission whatsoever. Warnke testifies that he had on Jones's recommendation consulted Judge Archbald about the title to the property in question, and that he told Jones he intended to make Judge Archbald a present of $500 if the judge would accept it. Warnke testifies that when he called on Judge Archbald to see about the title that the judge seemed to know all about the title and pronounced it good. Warnke testifies that when he first went to Judge Archbald to consult him about the title the judge told him he could not represent him as an attorney, but that he would cheerfully give him any information he possessed in regard to the title, and proceeded to do so to the full satisfaction of Warnke.

The testimony shows that the conversation between Warnke and Judge Archbald in reference to the title lasted for 10 or 15 minutes, and that afterwards he again called on the judge and asked him some further questions relative to title, and that this second conversation lasted about 5 or 10 minutes. Warnke further testifies that after the judge had explained the title to him and assured him that the title was all right, he offered to compensate the judge, and the judge said: "No; you need not do that at all." He then told the judge that if the deal went through he intended to make him a present of $500.

Warnke further testifies that after the deal was made Judge Archbald called at the office of Warnke & Co. to see about the $500 that Frederick Warnke had promised him. Frederick Warnke was not in the office at that time, and on his return to the office his attention was called to Judge Archbald's visit, and he then executed a company note for $500, payable to the individual members of said firm, who in turn indorsed the note and turned it over to Judge Archbald who accepted the same as a present or gift.

In order to get a clearer insight into and a better understanding of the real motive that prompted Frederick Warnke to tender to Judge Archbald such an unusual gift and that influenced the judge to accept it, it will be necessary to consider another matter in which Judge Archbald had rendered or attempted to render Mr. Warnke a service in connection with a controversy between Warnke and the Philadelphia & Reading Railroad Co. by interceding in Mr. Warnke's behalf.

In the year 1904 Frederick Warnke, of Scranton, Pa., purchased a two-thirds interest in a lease on certain coal lands owned by the Philadelphia & Reading Coal & Iron Co. located near Lorberry Junction, in said State, and put up a number of improvements thereon and operated the culm dump on said property for several years. Operations, however, were carried on at a loss, due to the action of the elements. Frederick Warnke then applied to the Philadelphia & Reading Coal & Iron Co. for the mining maps of the land covered by his lease. He was informed that the lease under which he claimed had been forfeited two years before it was assigned to him and his application for said maps was therefore denied. Frederick Warnke then made a proposition to George F. Baer, president of the Philadelphia & Reading Railroad Co. and president of the Philadelphia & Reading Coal & Iron Co., to relinquish any claim that he might have in this property under his said lease, provided the Philadelphia & Reading Coal & Iron Co. would give him an operating lease on what is known as the Lincoln culm bank, located near Lorberry; that George F. Baer referred the matter to one W. J. Richards, vice president and general manager of the Philadelphia & Reading Coal & Iron Co., for consideration and action; that Richards and Baer later concluded that there was no reason why they should make an exception to the general rule of the coal company not to lease any of its culm banks, and Warnke was so advised; that Warnke then made several attempts through his attorneys and friends to have George F. Baer, president of the said railroad company, and Richards, vice president of said coal company, reconsider their decision in the premises, but without avail; that some time during the month of October or November, 1911, Warnke stated his version of the matter to Judge Archbald, who was then and there and now is a United States circuit judge and having been duly designated as one of the judges of the United States Commerce Court, and asked him to intercede in his behalf with the said Richards; that on November 24, 1911, Judge Archbald wrote a letter to Richards, vice president of the coal company, who lives at Pottsville, Pa., requesting an appointment with the said Richards; that several days thereafter Judge Archbald called at the office of the said Richards to discuss with him the proposition of the said Frederick Warnke; that the said Richards then and there informed Judge Archbald that the decision which he had given to the said Warnke must be considered as final, and Judge Archbald so informed Mr. Warnke.

The testimony shows that the entire capital stock of the Philadelphia & Reading Coal & Iron Co. is owned by the Reading Co., which, as a holding company, owns the entire capital stock of the Philadelphia & Reading Railroad Co., which last-named company is a corporation engaged in interstate commerce.

In view of this testimony, it seems clear that Judge Archbald, being then and there a judge of the United States Commerce Court, and well knowing all of the facts, did attempt to use his influence as a member of said court to aid and assist the said Frederick Warnke to secure an operating lease on a certain culm dump owned by the Philadelphia & Reading Coal & Iron Co., which lease the officials of the Philadelphia & Reading Coal & Iron Co. had theretofore refused to grant, which said fact was also well known to Judge Archbald.

The testimony shows that Judge Archbald, shortly after the conclusion of his attempted negotiations with the officers of the Philadelphia & Reading Railroad Co. and of the Philadelphia & Reading Coal & Iron Co. in behalf of Frederick Warnke, and on or about the 31st day of March, 1912, did accept as a gift, reward, or present from Frederick Warnke in consideration of favors shown him by said judge in his efforts to secure a settlement and agreement with the said railroad company and coal company and for other favors shown by the judge to the said Frederick Warnke, a certain promissory note for $500, executed by the firm of Warnke & Co., of which the said Frederick Warnke was a member.

I have given you a brief but, I believe, faithful statement of the evidence in regard to only two of the charges preferred against Judge Archbald. Statements concerning other similar transactions have been given by the gentleman from Alabama, the chairman of the committee [Mr. CLAYTON], the gentleman from Illinois [Mr. STERLING], and the gentleman from North Carolina [Mr. WEBB], and what does the testimony disclose in each case? We find a judge of the United States circuit court, and duly assigned as a member of the United States Commerce Court, interesting himself with individuals in culm dumps and coal properties and then seeking to make trades and settlements, obtain credit, secure contracts and agreements with officers and agents of railroad companies or coal companies owned by railroad companies, which were common carriers engaged in interstate commerce and which had at the time cases pending before the United States Commerce Court. Nor were such transactions occasional or isolated, but they were numerous. The judge's activity in endeavoring to bring about some of these deals was persistent. I here submit an extract from the report of the committee in

support of article 13 of the pending resolution, which sets forth a summary of the evidence in reference to Judge Archbald's general conduct in regard to these several deals and speculations, as follows:

GENERAL MISBEHAVIOR OF JUDGE ARCHBALD.

(See article 13.)

The testimony in the whole case tends to support this general specification. Judge Archbald was appointed a United States district judge for the middle district of Pennsylvania on the 29th day of March, 1901, and held such office until January 31, 1911, on which last-named date he was appointed an additional United States circuit judge and on the same day was duly designated as one of the judges of the United States Commerce Court, which position he has since held and now holds.

The testimony shows that at different times while Judge Archbald was a judge of the United States district court he sought and obtained credit and in other instances sought to obtain credit from persons who had litigation pending in his said court or who had had litigation pending in his said court.

The testimony shows that after Judge Archbald had been promoted to the position of a United States circuit judge and had been duly designated as one of the judges of the United States Commerce Court, he in connection with different persons sought to obtain options on culm dumps and other coal properties from officers and agents of coal companies which were owned and controlled by railroad companies.

The testimony further shows that in order to influence the officers of the coal companies, which were subsidiary to and owned by the railroad companies, Judge Archbald repeatedly sought to influence the officials of the railroads to enter into contracts with his associates for the financial benefit of himself and his said associates. In most instances the contracts were executed in the name of the person associated with the judge in the particular transaction or trade, and the judge's name was not disclosed on the face of the contract. The testimony shows, however, that he was, as a matter of fact, pecuniarily interested in such contracts, and that while his interest was not known to the public it was known to the officials of the railroad companies and of the coal companies, subsidiary corporations thereof. The evidence discloses that while the judge's several associates or partners would locate properties the judge would take up the matter of the purchase or sale of said properties with the officials of the coal companies and of the railroad companies which, as already stated, in most instances owned and controlled the coal companies. The testimony shows that while these negotiations were being conducted, and agreements were made and sought to be made, the railroad companies with whose officers Judge Archbald was making contracts and agreements, and seeking to make contracts and agreements, were common carriers engaged in interstate commerce and had litigation pending in the United States Commerce Court.

The testimony shows that such options, contracts, and agreements were sought and obtained and sought to be obtained by Judge Archbald to such an extent that the exposure of the judge's several transactions through the press gave rise to a public scandal.

The testimony fails to disclose any case in which Judge Archbald invested any actual money of his own in any of these several trades or deals, but shows that he used his personal influence as a judge, in consideration of which he received or was to receive his share or interest in the property or his profits in the deal.

Your committee finds that Judge Archbald by his conduct in carrying on traffic in culm dumps and coal properties owned directly or indirectly by railroads, and in using his influence to secure such contracts from coal companies which were owned and controlled by railroad companies as aforesaid, and in using his influence with high officials of said railroads to induce them to permit or direct the said coal companies to enter into contracts with him or his associates which resulted in financial profit to himself and those associated with him, grossly abused the proprieties of his said office of judge, was guilty of misbehavior and of a misdemeanor in office.

THE LAW.

CONSTITUTIONAL PROVISIONS RELATING TO JUDICIAL IMPEACHMENTS.

The provisions of the Constitution of the United States bearing upon the impeachment of judges are as follows:

"The House of Representatives shall choose their Speaker and other officers, and shall have the sole power of impeachment. (Art. I, sec. 2.)

"Judgment in cases of impeachment shall not extend further than to removal from office and disqualification to hold and enjoy any office of honor, trust, or profit under the United States; but the party convicted shall nevertheless be liable and subject to indictment, trial, judgment, and punishment according to law. (Art. I, sec. 3.)

"The President * * * shall have power to grant reprieves and pardons for offenses against the United States, except in cases of impeachment. (Art. II, sec. 2.)

"The President, Vice President, and all civil officers of the United States shall be removed from office on impeachment for, and conviction of, treason, bribery, or other high crimes and misdemeanors. (Art. II, sec. 4.)

"The judicial power of the United States shall be vested in one Supreme Court, and in such inferior courts as the Congress may from time to time ordain and establish. The judges, both of the Supreme and inferior courts, shall hold their offices during good behavior, and shall, at stated times, receive for their services a compensation, which shall not be diminished during their continuance in office. (Art. III, sec. 1.)

"The trial of all crimes, except in cases of impeachment, shall be by jury." (Art. III, sec. 2.)

Mr. Speaker, in view of the law governing the impeachment of officers of the United States which has already been ably presented and discussed by the chairman [Mr. CLAYTON] and other members of the committee, and to which I do not purpose to advert further than to say I fully agree with them as to the law, and in view of the vast volume of testimony tending to show, and in many instances positively showing, misbehavior and reprehensible conduct on the part of Judge Archbald, I feel it to be the solemn duty of this House to pass the resolution now under consideration.

Mr. MANN. Mr. Speaker, I have not read the record. I did not follow the taking of the testimony by the Committee on the Judiciary, but I have read the report and the resolution which is now pending. If the charges in the resolution are true, then this judge ought to be removed from the bench; and, as those charges are made in this manner, if they be not true, he is entitled to a trial which will acquit him of the charges.

I assume that the Committee on the Judiciary have the evidence before them on which the charges are based. I believe that every judge ought to respect the duties and responsibilities of his office and consider his office as of such a high character as to permit him under no condition to follow the course which is stated to have been followed by this judge, regardless of whether he did it for profit or for personal considerations to other men. No judge has the right to prostitute his office, as is charged to have been done by this judge. [Applause.]

Mr. Speaker, while it is not necessary under the Constitution to have a roll call upon this resolution, it seems to me that, in presenting articles of impeachment to the Senate, the House ought to do it by a yea-and-nay vote; and if no one else does it, at the proper time, while the House is quite full, in order to have a yea-and-nay vote, I shall make a point of no quorum, because that expedites the voting.

Mr. NORRIS. Mr. Speaker, I do not intend at this time to take up the time of the House in discussing this resolution. I am a member of the committee that made the investigation. I believe I have heard all of the evidence presented, and was present at the different hearings to as great an extent as any other member of the Committee on the Judiciary.

I have some ideas and some views that I intended to speak upon this afternoon, but inasmuch as so much time has already been taken in the discussion of the question by various other Members, I shall not detain the House now by attempting to make any remarks.

I want only to say that after a careful and conscientious hearing of all the evidence, and I believe with a full knowledge of the responsibility resting upon the committee in investigating these serious charges and weighing the evidence—sometimes unsatisfactory, and often, in fact in a majority of cases, brought out of witnesses who were unwilling and who showed by their actions that they were extremely friendly to Judge Archbald—I say, after a fair and, I think, honest consideration of all the evidence by all the members of the committee, they have come to the conclusion unanimously that this evidence warrants every charge and every indictment that we have brought before the House for consideration.

I thought I could not let the opportunity pass, having been a member of the committee that brought in the indictment, without saying this much, even though the hour is late, and even though the Members are already weary.

[Mr. LINTHICUM addressed the House. See Appendix.]

Mr. AINEY. Mr. Speaker, I am deeply pained that the proceedings had before this House to-day involve one with whom I have lifelong personal and professional associations and for whom I have high regard.

The committee having the investigation in charge has, with judicial poise and manner, given full and careful consideration to the case, and I can not but commend the members that their report and presentment is freed from evidences of bias or partisanship and that it is based upon their deep sense of responsibility and duty. Nevertheless, the proceedings before this committee were necessarily ex parte, with Judge Archbald's witnesses not present, and where he and his attorneys were permitted only by the courteous sufferance of the committee.

Incomplete and inadequate statements of this ex parte evidence have found their way through the press to the public, and it is only by a trial before the Senate that Judge Archbald can clear away there inferences and insinuations. I am sure that he craves the opportunity to meet and fully answer the presentment of the House this day made, whereby the country may be apprised of his side and explanation, as it has been furnished with the statements against him. Judge Archbald has stood high in all the circles in which he has moved.

In voting to-day I do so upon the ground frequently expressed here in debate, that this vote is not upon the guilt or innocence of the accused, but I cast it in the sympathetic hope and belief that in the tribunal provided by the Constitution, under the fullest investigation which will there be had, his name will be cleared and his fame shine forth as brightly and as unsullied as in the days of yore.

Mr. CLAYTON. Mr. Speaker, some animadversion has been made by some gentleman during this debate—I believe by the gentleman from Pennsylvania [Mr. FOCHT]—on the witness Williams. Whatever else may be said of Williams, I will read some of the documents put in evidence before the committee to show Judge Archbald's business associations with Williams, and inferentially his good opinion of him. The judge held him

out to other people as worthy of trust and confidence. Williams carried the following letter from Judge Archbald to W. A. May:

[United States Commerce Court, Washington.]

SCRANTON, PA., *March 31, 1911.*

W. A. MAY, Esq.,
Superintendent Hillside Coal & Iron Co.

DEAR SIR: I write to inquire whether your company will dispose of your interest in the Katydid culm dump, belonging to the old Robertson & Law operation, at Brownsville; and if so, will you kindly put a price upon it?

Yours, very truly,

R. W. ARCHBALD.

After much hesitation on the part of the Erie Railroad officers and considerable negotiations on the part of Judge Archbald with those officers, May delivered the following letter to Williams on August 30, 1911:

[Pennsylvania Coal Co. Hillside Coal & Iron Co. New York, Susquehanna & Western Coal Co. Northwestern Mining & Exchange Co. Blossburg Coal Co. Office of the general manager.]

SCRANTON, PA., *August 30, 1911.*

Mr. E. J. WILLIAMS,
626 South Blakely Street, Dunmore, Pa.

DEAR SIR: As stated to you to-day, verbally, I shall recommend the sale of whatever interest the Hillside Coal & Iron Co. has in what is known as the Katydid culm dump, made by Messrs. Robertson & Law in the operation of the Katydid breaker, for $4,500.

In order that it may not be lost sight of, I will mention that any coal above the size of pea coal will be subject to a royalty to the owners of lot 46, upon the surface of which the bank is located.

It is also understood that the bank will not be conveyed to anyone else without the consent of the H. C. & I. Co., and that if the offer is accepted articles of agreement will be drawn to cover the transaction.

Yours, very truly,

W. A. MAY, *General Manager.*

Judge Archbald afterwards drew and witnessed the following contract or option:

This agreement made and concluded the 4th day of September, A. D. 1911, by and between John M. Robertson, of Moosic, Pa., of the one part, and Edward J. Williams, of Scranton, Pa., of the other part, witnesseth:

Whereas the said party of the first part is the owner of that certain culm dump in the vicinity of Moosic, made in the operation of the firm of Robertson & Law of the so-called Katydid mine or colliery; and whereas the said party of the second part is desirous of purchasing the same.

Now this agreement witnesseth that for and in consideration of $1, to him in hand paid, the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto the said party of the second part, his heirs, executors, administrators, and assigns, the right or option to purchase his interest in and to the said culm dump for the price or sum of $3,500, which said option is to be exercised within 60 days from this date, the terms to be cash within 5 days after the exercise of said option. It is understood that this option is intended to cover and include all the interest of the said party of the first part and of the said late firm of Robertson & Law.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year aforesaid.

[SEAL.] JNO. M. ROBERTSON.
[SEAL.] E. J. WILLIAMS.
Witness:
R. W. ARCHBALD.

STATE OF PENNSYLVANIA,
County of Lackawanna, ss:

On this 12th day of September, A. D. 1911, personally appeared before me, a notary public in and for said State and county duly commissioned, residing in the city of Scranton, county aforesaid, the above-mentioned E. J. Williams, who, in due form of law, acknowledged the foregoing indenture to be his act and deed and desired the same might be recorded as such.

Witnessed my hand and official seal the day and year aforesaid.

[SEAL.] GEO. W. BENEDICT, Jr.,
Notary Public.

My commission expires March 10, 1913.

After these options had been secured Williams executed the following assignment:

Assignment made this 5th day of September, A. D. 1911, by Edward J. Williams, of the borough of Dunmore, county of Lackawanna and State of Pennsylvania, party of the first part, to William P. Boland and a silent party, both of the city of Scranton, county and State above mentioned, parties of the second part. For services rendered or to be rendered in the future by William P. Boland and silent party, whose name for the present is only known to Edward J. Williams, W. P. Boland, John M. Robertson, and Capt. W. A. May, superintendent of the Hillside Coal & Iron Co., it is agreed by said Edward J. Williams, who is the owner of two options covering a culm bank, known as the "Katydid," situate in the vicinity of Moosic, Pa., that he hereby assigns two-thirds of any profits arising from the sale of the above-mentioned property over and above the amounts to be paid John M. Robertson and the Hillside Coal & Iron Co., $3,500 and $4,500, respectively, to be divided equally between William P. Boland and silent party mentioned above, their heirs, successors, or assigns, and this shall be their voucher for same.

[SEAL.] E. J. WILLIAMS.
W. L. PRYOR.

The testimony shows that Judge Archbald was the "silent party" referred to in the assignment.

Afterwards Judge Archbald and Williams attempted to sell at a large profit this option to Mr. Conn, vice president and general manager of the railroad known as the Laurel Line, and Judge Archbald wrote the following letter in furtherance of this attempt:

[R. W. Archbald, judge United States Commerce Court, Washington.]

SCRANTON, PA., *September 20, 1911.*

MY DEAR MR. CONN: This will introduce Mr. Edward Williams, who is interested with me in the culm dump about which I spoke to you the other day. We have options on it both from the Hillside Coal Co. and from Mr. Robertson, representing Robertson & Law, these options covering the whole interest in the dump. This dump was produced in the operation of the Katydid colliery by Robertson & Law, and extends to the whole of the dump so produced. I have not seen it myself, but as I understand it this dump consists of two dumps a little separate from each other, but all making up one general culm or refuse pile made at that colliery. Mr. Williams will explain further with regard to it if there is anything which you want to know.

Yours, very truly,

R. W. ARCHBALD.

For the purpose of making another deal, Judge Archbald wrote the following letter to Thomas Darling, one of the attorneys for the Lehigh Valley Railroad Co.:

UNITED STATES COMMERCE COURT,
Scranton, August 3.

MY DEAR DARLING: This will introduce Mr. Edward Williams, of this city, who wishes to talk with you about the purchase of a culm dump which you control. Mr. Williams is a coal man of experience and is in touch with parties who are able to handle the dump if you are inclined to dispose of it.

Yours, very truly,

R. W. ARCHBALD.

THOMAS DARLING, Esq.

This letter is used for the purpose of showing the esteem in which Judge Archbald held the witness, E. J. Williams.

Mr. Speaker, I was asked by the gentleman from Pennsylvania if witnesses had been subpœnaed to appear before the committee in behalf of Judge Archbald. My answer is no, and that in no impeachment case was such ever done. No grand jury and no body sitting as a grand inquest, as your committee has sat and as this House is now sitting, ever called witnesses for a defendant. The duty of the House when an impeachment charge is brought is to make such thorough and fair examination as may be necessary to convince the impeaching body of the reasonable probability of the guilt of the accused judge or civil officer. I may say, however, that in this case nearly all—indeed every one of the witnesses except one—was the friend of Judge Archbald or friendly to him. Most of the witnesses were his neighbors and associates.

The committee examined every witness that the committee was informed could possibly know anything about the conduct of Judge Archbald in the various transactions involved except one, and that was the judge's friend, one James R. Dainty, whom the committee could not find or could not have served with process, although every diligent effort known to the law was used to subpœna the witness. Undoubtedly this man Dainty absconded to avoid testifying. In fact, nearly all of the witnesses who testified appeared to be so desirous of shielding the judge that it was with the greatest difficulty that the committee was able to develop the facts in the case.

Mr. Speaker, I do not think it necessary to quote at length from the printed testimony taken by the committee, which testimony is now before the House, nor do I deem it necessary to repeat the findings of facts embraced in the report of the committee, which was printed in the RECORD on the 8th instant. However, let me call attention to a few indisputable features of this case. After Judge Archbald became judge of the Commerce Court he evidently became seized with an abnormal and unjudgelike desire to make money by trading through others and himself out of railroads and their subsidiary corporations, which concerns had business or were very likely to have business or litigation in his court. He abused his potentiality as judge to further these trades and placed himself, or sought to place himself, under obligations to these corporate concerns and their officials.

In practically all of his correspondence with these officials of these corporations and their subsidiaries he used the official stationery—that is, the letterheads—of the United States Commerce Court, Washington, D. C., thereby keeping constantly before the minds of these officials the fact that he was a member of the tribunal charged with the duty of passing upon the rights of common carriers engaged in interstate commerce in dealing with shippers of the country and the general public.

He had personal interviews and communications otherwise with these railroad officials at Scranton, in New York, and elsewhere, in which he sought to secure or to promote these trades to make money for himself out of these corporate interests which had litigation in his court or were most likely to have such litigation frequently before him.

On the very day upon which he pronounced mild sentences on numerous violators of the antitrust law, a number of whom were directly or indirectly connected with large railroad interests, he approached the vice president of the Erie Railroad Co. in his offices in New York City in furtherance of his negotiations to purchase a certain coal property from a subsidiary of that railroad with a view to consummating a transaction which would net him a large personal profit.

This incident illustrates the remarkable facility with which the judge used his official position for personal profit. This also illustrates his utter lack of any just appreciation of the

proprieties of his judicial position. It is needless to say that judges ought not to use their official power to promote gainful bargains.

Perhaps, Mr. Speaker, if this judge had been guilty of only one or two of some of the things established against him, there might be generated a doubt in his favor. But the evidence shows that his dealings with the officials of these railroads and their subsidiaries constitute the rule of his conduct rather than the exception and seem to constitute a well-planned system to acquire wealth by means of the influence and power which he wields as a member of the Commerce Court.

In pursuance of his plan to make money out of his various financial adventures, he capitalized his power and influence as judge and never invested so much as one dollar of his own money in any of these enterprises or speculations. This judge thus converted himself into an opportunist and embraced every chance to secure property concessions or business advantages from corporations subject to the jurisdiction of his court.

Mr. Speaker, without dwelling further upon the facts of this case, let me invite the attention of the House to the law of impeachment, as stated in the report of the committee, which I presented to the House on Monday last.

The Constitution provides:

The President, Vice President, and all civil officers of the United States shall be removed from office on impeachment for and conviction of treason, bribery, or other high crimes and misdemeanors. (Art. II, sec. 4.)

And the Constitution further provides:

The judicial power of the United States shall be vested in one Supreme Court and in such inferior courts as the Congress may from time to time ordain and establish. The judges, both of the supreme and inferior courts, shall hold their offices during good behavior, and shall, at stated times, receive for their services, a compensation which shall not be diminished during their continuance in office. (Art. III, sec. 1.)

The trial of all crimes, except in cases of impeachment, shall be by jury. (Art. III, sec. 2.)

Of course, the House knows that under paragraph 6 of section 3 of Article I the Senate has the sole power to try impeachments.

It is the function of the House to indict or charge, and the duty of the Senate to try the cases.

George Ticknor Curtis says, in his Constitutional History of the United States:

Although an impeachment may involve an inquiry whether a crime against any positive law has been committed, yet it is not necessarily a trial for crime, nor is there any necessity, in the case of crimes committed by public officers, for the institution of any special proceeding for the infliction of the punishment prescribed by the laws, since they, like all other persons, are amenable to the ordinary jurisdiction of the courts of justice in respect of offenses against positive law. The purposes of an impeachment lie wholly beyond the penalties of the statute or the customary law. The object of the proceeding is to ascertain whether cause exists for removing a public officer from office. Such a cause may be found in the fact that either in the discharge of his office or aside from its functions he has violated a law or committed what is technically denominated a crime. But a cause for removal from office may exist where no offense against positive law has been committed, as where the individual has, from immorality or imbecility or maladministration, become unfit to exercise the office.

In Watson on the Constitution (vol. 2, p. 1034, published in 1910) it is said:

A misdemeanor comprehends all indictable offenses which do not amount to a felony, as perjury, battery, libels, conspiracies, attempts and solicitations to commit felonies, etc. These seem to be the definitions of these terms at common law, but it would be strange if a civil officer could be impeached for only such offenses as are embraced within the common-law definition of "other high crimes and misdemeanors." There is a parliamentary definition of the term "misdemeanor," and a modern writer on the Constitution has said: "The term 'high crimes and misdemeanors' has no significance in the common law concerning crimes subject to indictment. It can only be found in the law of Parliament and is the technical term which was used by the Commons at the Bar of the Lords for centuries before the existence of the United States." Synonymous with the term "misdemeanor" are the terms "misdeed," "misconduct," misbehavior," "fault," "transgression."

* * * * * * *

Volume 2, pages 1036–1037:

A civil officer may so behave in public as to bring disgrace upon himself and shame upon his country, and he may continue to do this until his name would become a national stench, and yet he would not be subject to indictment by any law of the United States, but he certainly could be impeached. What will those who advocate the doctrine that impeachment will not lie except for an offense punishable by statute do with the constitutional provision relative to judges, which says, "Judges, both of the supreme and inferior courts, shall hold their offices during good behavior"? This means that as long as they behave themselves their tenure of office is fixed, and they can not be disturbed. But suppose they cease to behave themselves? When the Constitution says "a judge shall hold his office during good behavior," it means that he shall not hold it when he ceases to be good. Suppose he should refuse to sit upon the bench and discharge the duties which the Constitution and the law enjoin upon him, or should become a notoriously corrupt character and live a notoriously corrupt and debauched life? He could not be indicted for such conduct, and he could not be removed except by impeachment. Would it be claimed that impeachment would not be the proper remedy in such a case?

In the American and English Enclycopedia of Law, second edition (vol. 15, pp. 1066–1068), it is said:

The cases, then, seem to establish that impeachment is not a mere mode of procedure for the punishment of indictable crimes; that the phrase "high crimes and misdemeanors" is to be taken not in its common-law but in its broader parliamentary sense and is to be interpreted in the light of parliamentary usage; that in this sense it includes not only crimes for which an indictment may be brought but grave political offenses, corruption, maladministration, or neglect of duty involving moral turpitude, arbitrary and oppressive conduct, and even gross improprieties by judges and high officers of state, although such offenses be not of a character to render the offender liable to an indictment either at common law or under any statute.

This view of the law of impeachment is supported by the elementary writers and commentators on our Constitution, by the usage in cases of impeachment, by the opinions of the framers of the Constitution, by contemporaneous construction, and stands uncontradicted by any recognized authority, case, or jurist of note. This view of the law is supported by reason and by principle, as well as by the great weight of authority.

Mr. Speaker, the law is so fully stated in the committee report that I shall not now cite further authorities.

Mr. Speaker, no man who has read the testimony in this case would believe that in the face of such testimony Robert W. Archbald would now be appointed to the office of judge by the President. No man would believe the Senate would now confirm him as judge. No fair-minded man can doubt that he ought to be removed from office. I have an abiding conviction that this House will do its duty, and a firm belief that the Senate will remove from office this judge whose behavior has been bad, and who has forfeited the conditions upon which he holds his high commission of trust, responsibility, and power.

The SPEAKER. The question is on agreeing to the resolution.

Mr. CLAYTON. Mr. Speaker, on that I ask for the yeas and nays.

The yeas and nays were ordered.

The question was taken; and there were—yeas 223, nays 1, answered "present" 10, not voting 155, as follows:

YEAS—223.

Adamson	Driscoll, D. A.	Korbly	Reilly
Aiken, S. C.	Dupré	Lafferty	Richardson
Ainey	Edwards	La Follette	Roberts, Mass.
Akin, N. Y.	Esch	Langham	Roberts, Nev.
Alexander	Fergusson	Langley	Robinson
Allen	Fields	Lawrence	Roddenbery
Anderson, Minn.	Floyd, Ark.	Lee, Ga.	Rodenberg
Anderson, Ohio	Foss	Lee, Pa.	Rothermel
Ansberry	Foster	Lenroot	Rouse
Austin	Fowler	Lever	Rubey
Ayres	Francis	Levy	Rucker, Colo.
Barchfeld	French	Lewis	Sabath
Barnhart	Fuller	Lindbergh	Saunders
Bathrick	Gallagher	Linthicum	Sims
Beall, Tex.	Gardner, N. J.	Littlepage	Sisson
Bell, Ga.	Garner	Lloyd	Slayden
Berger	George	Lobeck	Sloan
Blackmon	Godwin, N. C.	McCreary	Smith, J. M. C.
Booher	Good	McGillicuddy	Smith, Saml. W.
Borland	Goodwin, Ark.	McKellar	Smith, N. Y.
Bowman	Gray	McKenzie	Smith, Tex.
Buchanan	Greene, Mass.	McKinney	Speer
Bulkley	Gregg, Pa.	Madden	Stedman
Burke, S. Dak.	Gregg, Tex.	Maguire, Nebr.	Stephens, Miss.
Burleson	Gudger	Maher	Stephens, Tex.
Burnett	Hamilton, W. Va.	Mann	Sterling
Butler	Hamlin	Martin, Colo.	Stevens, Minn.
Byrns, Tenn.	Hammond	Matthews	Stone
Candler	Hardy	Mays	Sulloway
Carlin	Hartman	Miller	Sulzer
Catlin	Haugen	Mondell	Switzer
Clark, Fla.	Hawley	Moon, Tenn.	Taggart
Clayton	Hayden	Moore, Pa.	Talcott, N. Y.
Cline	Hayes	Morgan	Taylor, Colo.
Collier	Heflin	Morrison	Taylor, Ohio.
Connell	Helgesen	Moss, Ind.	Thistlewood
Conry	Henry, Tex.	Mott	Tilson
Cooper	Hensley	Murray	Towner
Copley	Hobson	Neeley	Tribble
Covington	Holland	Norris	Turnbull
Cox, Ind.	Houston	Oldfield	Tuttle
Crumpacker	Howard	Padgett	Underhill
Cullop	Howell	Page	Underwood
Curley	Howland	Patton, Pa.	Utter
Curry	Hull	Peters	Watkins
Danforth	Humphrey, Wash.	Pickett	Webb
Davenport	Jacoway	Pou	Wedemeyer
Davis, Minn.	James	Pray	Whitacre
Dent	Johnson, Ky.	Prince	White
Denver	Jones	Prouty	Willis
Dickinson	Kendall	Rainey	Wilson, Ill.
Dickson, Miss.	Kennedy	Raker	Wilson, Pa.
Difenderfer	Kent	Ransdell, La.	Witherspoon
Dixon, Ind.	Kinkaid, Nebr.	Rauch	Woods, Iowa
Dodds	Kitchin	Redfield	Young, Kans.
Doughton	Konop	Rees	

NAY—1.

Farr

ANSWERED "PRESENT"—10.

Browning	Dalzell	Olmsted	Sparkman
Burgess	Dwight	Parran	
Cannon	Johnson, S. C.	Rucker, Mo.	

NOT VOTING—155.

Adair	Ashbrook	Boehne	Brown
Ames	Bartholdt	Bradley	Burke, Pa.
Andrus	Bartlett	Brantley	Burke, Wis.
Anthony	Bates	Broussard	Byrnes, S. C.

Calder	Gillett	Lamb	Riordan
Callaway	Glass	Legare	Russell
Campbell	Goeke	Lindsay	Scully
Cantrill	Goldfogle	Littleton	Sells
Carter	Gould	Longworth	Shackleford
Cary	Graham	Loud	Sharp
Claypool	Green, Iowa	McCall	Sheppard
Cox, Ohio	Griest	McCoy	Sherley
Crago	Guernsey	McDermott	Sherwood
Cravens	Hamill	McGuire, Okla.	Simmons
Currier	Hamilton, Mich.	McHenry	Slemp
Daugherty	Hanna	McKinley	Small
Davidson	Hardwick	McLaughlin	Smith, Cal.
Davis, W. Va.	Harris	McMorran	Stack
De Forest	Harrison, Miss.	Macon	Stanley
Dies	Harrison, N. Y.	Martin, S. Dak.	Steenerson
Donohoe	Hay	Moon, Pa.	Stephens, Cal.
Doremus	Heald	Moore, Tex.	Stephens, Nebr.
Draper	Helm	Morse, Wis.	Sweet
Driscoll, M. E.	Henry, Conn.	Murdock	Talbott, Md.
Dyer	Higgins	Needham	Taylor, Ala.
Ellerbe	Hill	Nelson	Thayer
Estopinal	Hinds	Nye	Thomas
Evans	Hughes, Ga.	O'Shaunessy	Townsend
Fairchild	Hughes, N. J.	Palmer	Vare
Faison	Hughes, W. Va.	Patten, N. Y.	Volstead
Ferris	Humphreys, Miss.	Payne	Vreeland
Finley	Jackson	Pepper	Warburton
Fitzgerald	Kahn	Plumley	Weeks
Flood, Va.	Kindred	Porter	Wilder
Focht	Kinkead, N. J.	Post	Wilson, N. Y.
Fordney	Knowland	Powers	Wood, N. J.
Fornes	Konig	Pujo	Young, Mich.
Gardner, Mass.	Kopp	Randell, Tex.	Young, Tex.
Garrett	Lafean	Reyburn	

So the resolution was agreed to.

The Clerk announced the following additional pairs:

Until further notice:

Mr. FAISON with Mr. GUERNSEY.

Mr. HUGHES of Georgia with Mr. HANNA.

Mr. DONOHOE with Mr. CANNON.

Mr. HAY with Mr. MARTIN of South Dakota.

Mr. HARRISON of Mississippi with Mr. DE FOREST.

Mr. KINDRED with Mr. GRIEST.

Until July 15:

Mr. BURGESS with Mr. WEEKS.

From to-day until Monday noon, July 15:

Mr. SMALL with Mr. CALDER.

Mr. BROWNING. Mr. Speaker, I voted "aye." I am paired with the gentleman from New Jersey, Mr. SCULLY. I believe if he were present he would vote aye, but under the circumstances I wish to withdraw my vote and answer present.

The result of the vote was then announced as above recorded.

Mr. CARLIN. Mr. Speaker, by direction of the Committee on the Judiciary, I offer the following resolution in connection with the resolution just passed, and ask for its adoption.

The Clerk read as follows:

House resolution 626.

Resolved, That HENRY D. CLAYTON, of Alabama; EDWIN Y. WEBB, of North Carolina; JOHN C. FLOYD, of Arkansas; JOHN W. DAVIS, of West Virginia; JOHN A. STERLING, of Illinois; PAUL HOWLAND, of Ohio; and GEORGE W. NORRIS, of Nebraska, Members of this House, be, and they are hereby, appointed managers to conduct the impeachment against Robert W. Archbald, circuit judge of the United States and designated as a judge of the United States Commerce Court; that said managers are hereby instructed to appear before the Senate of the United States and at the bar thereof in the name of the House of Representatives and of all the people of the United States to impeach the said Robert W. Archbald of high crimes and misdemeanors in office and to exhibit to the Senate of the United States the articles of impeachment against said judge which have been agreed upon by this House; and that the said managers do demand that the Senate take order for the appearance of said Robert W. Archbald to answer said impeachment, and demand his impeachment, conviction, and removal from office.

The SPEAKER. The question is on agreeing to the resolution.

The resolution was agreed to.

Mr. FLOYD of Arkansas. Mr. Speaker, by direction of the Committee on the Judiciary, I offer the following resolution and move its adoption.

The Clerk read as follows:

House resolution 627.

Resolved, That the managers on the part of the House in the matter of the impeachment of Robert W. Archbald, circuit judge of the United States and designated as a judge of the United States Commerce Court, be, and they are hereby, authorized to employ legal, clerical, and other necessary assistants and to incur such expenses as may be necessary in the preparation and conduct of the case, to be paid out of the contingent fund of the House on vouchers approved by the managers, and the managers have power to send for persons and papers.

The SPEAKER. The question is on agreeing to the resolution.

The question was taken, and the resolution was agreed to.

Mr. CARLIN. Mr. Speaker, by direction of the Committee on the Judiciary, I present the following resolution and ask for its adoption.

The Clerk read as follows:

House resolution 628.

Resolved, That a message be sent to the Senate to inform them that this House has impeached Robert W. Archbald, circuit judge of the United States and designated as a judge of the United States Commerce Court, and that the House adopted articles of impeachment against said Robert W. Archbald, judge as aforesaid, which the managers on the part of the House have been directed to carry to the Senate, and that HENRY D. CLAYTON, of Alabama; EDWIN Y. WEBB, of North Carolina; JOHN C. FLOYD, of Arkansas; JOHN W. DAVIS, of West Virginia; JOHN A. STERLING, of Illinois; PAUL HOWLAND, of Ohio; and GEORGE W. NORRIS, of Nebraska, Members of this House, have been appointed such managers.

Mr. CLAYTON. Mr. Speaker, in the beginning of the resolution, where it recites that the House has impeached Robert W. Archbald, I ask leave to amend by inserting the words "for high crimes and misdemeanors," so that it may follow the customary language.

The SPEAKER. The gentleman from Alabama asks unanimous consent to insert the words "for high crimes and misdemeanors" in the proper place, which the Clerk will report.

The Clerk read as follows:

Amend so as to read:

"*Resolved*, That a message be sent to the Senate to inform them that this House has impeached for high crimes and misdemeanors Robert W. Archbald, circuit judge," etc.

Mr. MANN. Mr. Speaker, I had supposed that these resolutions which were now being offered were in the exact form of the resolutions heretofore agreed to by the House when proceedings in impeachment were had on former occasions. The last resolution it is now proposed to amend.

Mr. CLAYTON. I can explain that, I think, to the satisfaction of the gentleman. I had prepared each one of these resolutions—the first one, that the gentleman from Virginia [Mr. CARLIN] introduced, the one that the gentleman from Arkansas [Mr. FLOYD] introduced—similar to the resolutions in like cases. I had prepared one similar to the last one, but it has been misplaced. So I turned to the record of the Swayne case and had copied the resolution as near as was suitable. In drawing the resolution the words which I ask to insert here were omitted. I hope that is satisfactory to the gentleman.

Mr. MANN. I knew that the gentleman from Alabama would in advance prepare the necessary papers, but I noticed that when the Clerk read this last resolution he read it with some difficulty. So I was satisfied that it was not a typewritten resolution made in advance, and therefore I asked the question.

Mr. CLAYTON. A resolution similar to that, as I said before, had been prepared.

The SPEAKER. Is there objection to inserting the words "for high crimes and misdemeanors" in this resolution at the place suggested? [After a pause.] The Chair hears none, and it is so ordered. The question is on agreeing to the resolution.

The resolution was agreed to.

ADJOURNMENT.

Mr. CLAYTON. Mr. Speaker, I move that the House do now adjourn.

The motion was agreed to; and accordingly (at 6 o'clock p. m.) the House adjourned until to-morrow, Friday, July 12, 1912, at 12 o'clock noon.

EXECUTIVE COMMUNICATIONS.

Under clause 2 of Rule XXIV, a letter from the Secretary of the Treasury, transmitting copy of communication from the Secretary of the Interior, submitting estimate of deficiency in the appropriation for purchase and transportation of Indian supplies for the fiscal year 1912 (H. Doc. No. 870), was taken from the Speaker's table, referred to the Committee on Appropriations, and ordered to be printed.

REPORTS OF COMMITTEES ON PUBLIC BILLS AND RESOLUTIONS.

Under clause 2 of Rule XIII, bills and resolutions were severally reported from committees, delivered to the Clerk, and referred to the several calendars therein named, as follows:

Mr. ROBINSON, from the Committee on the Public Lands, to which was referred the bill (H. R. 25437) to make uniform charges for furnishing copies of records of the Department of the Interior and of its several bureaus, reported the same without amendment, accompanied by a report (No. 980), which said bill and report were referred to the Committee of the Whole House on the state of the Union.

He also, from the same committee, to which was referred the bill (S. 7163) authorizing the State of Arizona to select lands within the former Fort Grant Military Reservation and outside of the Crook National Forest in partial satisfaction of its grant for State charitable, penal, and reformatory institutions, reported the same without amendment, accompanied by a report (No. 982), which said bill and report were referred to the Committee of the Whole House on the state of the Union.

Mr. ALEXANDER, from the Committee on the Merchant Marine and Fisheries, to which was referred the bill (H. R. 22650)

to replace sections 4214 and 4218 of the Revised Statutes, reported the same with amendment, accompanied by a report (No. 983), which said bill and report were referred to the House Calendar.

Mr. TAYLOR of Colorado, from the Committee on the Public Lands, to which was referred the bill (H. R. 23351) to amend an act entitled "An act to provide for an enlarged homestead," reported the same with amendment, accompanied by a report (No. 984), which said bill and report were referred to the House Calendar.

Mr. TILSON, from the Committee on Military Affairs, to which was referred the bill (H. R. 24365) providing for the taking over by the United States Government of the Confederate cemetery at Little Rock, Ark., reported the same without amendment, accompanied by a report (No. 986), which said bill and report were referred to the Committee of the Whole House on the state of the Union.

REPORTS OF COMMITTEES ON PRIVATE BILLS AND RESOLUTIONS.

Under clause 2 of Rule XIII, private bills and resolutions were severally reported from committees, delivered to the Clerk, and referred to the Committee of the Whole House, as follows:

Mr. AIKEN of South Carolina, from the Committee on Pensions, to which was referred sundry bills of the House, reported in lieu thereof the bill (H. R. 25713) granting pensions and increase of pensions to certain soldiers and sailors of the Regular Army and Navy, and certain soldiers and sailors of wars other than the Civil War, and to widows and dependent relatives of such soldiers and sailors, accompanied by a report (No. 979), which said bill and report were referred to the Private Calendar.

Mr. RAKER, from the Committee on the Public Lands, to which was referred the bill (H. R. 25515) for the relief of Joshua H. Hutchinson, reported the same without amendment, accompanied by a report (No. 981), which said bill and report were referred to the Private Calendar.

Mr. KAHN, from the Committee on Military Affairs, to which was referred the bill (H. R. 5763) for the relief of William K. Harvey, alias William K. Hall, reported the same without amendment, accompanied by a report (No. 985), which said bill and report were referred to the Private Calendar.

Mr. BURKE of Wisconsin, from the Committee on Invalid Pensions, to which was referred the bill (H. R. 25598) granting a pension to Cornelia Bragg, reported the same with amendment, accompanied by a report (No. 987), which said bill and report were referred to the Private Calendar.

Mr. ROBINSON, from the Committee on the Public Lands, to which was referred the bill (H. R. 19276) authorizing the Secretary of War to convey by deed to D. B. Loveman, or D. B. Loveman, president of Bragg Hill Land Co., of Hamilton County, a certain strip or parcel of land in Hamilton County, Tenn., reported the same with amendment, accompanied by a report (No. 988), which said bill and report were referred to the Private Calendar.

CHANGE OF REFERENCE.

Under clause 2 of Rule XXII, the Committee on Invalid Pensions was discharged from the consideration of the bill (H. R. 19618) granting a pension to Edward E. Carrol, and the same was referred to the Committee on Pensions.

PUBLIC BILLS, RESOLUTIONS, AND MEMORIALS.

Under clause 3 of Rule XXII, bills, resolutions, and memorials of the following titles were introduced and severally referred as follows:

By Mr. STEDMAN: A bill (H. R. 25714) to amend "An act to increase the limit of cost of certain public buildings, to authorize the enlargement, extension, remodeling, or improvement of certain public buildings, to authorize the erection and completion of public buildings, to authorize the purchase of sites for public buildings, and for other purposes"; to the Committee on Public Buildings and Grounds.

By Mr. HOBSON: A bill (H. R. 25715) providing that officers of the Navy be allowed pay from the dates they take rank; to the Committee on Naval Affairs.

By Mr. LINDBERGH: A bill (H. R. 25716) for the erection of a public building in the city of Little Falls, Minn., for the accommodation of the United States post office and other Government offices; to the Committee on Public Buildings and Grounds.

By Mr. MONDELL: A bill (H. R. 25735) providing for patents on reclamation entries; to the Committee on Irrigation of Arid Lands.

By Mr. AKIN of New York: Resolution (H. Res. 621) requesting certain investigations in the Department of Agriculture regarding the meat-inspection law and the efficiency of certain employees in the department; to the Committee on Agriculture.

By Mr. HOBSON: Resolution (H. Res. 623) to make Senate bill 5461 privileged; to the Committee on Rules.

By Mr. FAISON: Resolution (H. Res. 624) to investigate delayed schedules and improper refrigeration of fruit and vegetable trains; to the Committee on Rules.

By Mr. POU: Resolution (H. Res. 625) providing for consideration and vote on House resolution 624; to the Committee on Rules.

PRIVATE BILLS AND RESOLUTIONS.

Under clause 1 of Rule XXII, private bills and resolutions were introduced and severally referred as follows:

By Mr. AIKEN of South Carolina: A bill (H. R. 25713) granting pensions and increase of pensions to certain soldiers and sailors of the Regular Army and Navy, and certain soldiers and sailors of wars other than the Civil War, and to widows and dependent relatives of such soldiers and sailors; to the Committee of the Whole House.

By Mr. AUSTIN: A bill (H. R. 25717) granting a pension to James C. Lynch; to the Committee on Invalid Pensions.

Also, a bill (H. R. 25718) for the relief of the heirs of Joseph A. Mabry; to the Committee on War Claims.

Also, a bill (H. R. 25719) for the relief of estate of Moses Camak, deceased; to the Committee on War Claims.

By Mr. COPLEY: A bill (H. R. 25720) for the relief of James E. C. Covel; to the Committee on Military Affairs.

By Mr. CURLEY: A bill (H. R. 25721) to remove the charge of desertion against John Gabriel Carlin; to the Committee on Military Affairs.

Also, a bill (H. R. 25722) to remove the charge of desertion against Stephen Brown; to the Committee on Military Affairs.

By Mr. DANIEL A. DRISCOLL: A bill (H. R. 25723) granting a pension to Frederick Rattke; to the Committee on Pensions.

By Mr. DYER: A bill (H. R. 25724) granting a pension to Oscar Grear; to the Committee on Invalid Pensions.

By Mr. GRAY: A bill (H. R. 25725) granting a pension to Sarah C. Kensley; to the Committee on Invalid Pensions.

By Mr. McGUIRE of Oklahoma: A bill (H. R. 25726) granting a pension to Isaac Dodrill; to the Committee on Pensions.

By Mr. MORGAN: A bill (H. R. 25727) granting a pension to Rufus H. Hickey; to the Committee on Pensions.

Also, a bill (H. R. 25728) granting a pension to Marilia A. Castle; to the Committee on Invalid Pensions.

By Mr. PAYNE: A bill (H. R. 25729) granting a pension to Helen F. Hoffman; to the Committee on Invalid Pensions.

By Mr. REILLY: A bill (H. R. 25730) granting an increase of pension to Rose Martin; to the Committee on Invalid Pensions.

By Mr. SLOAN: A bill (H. R. 25731) for the relief of James M. Brown; to the Committee on Military Affairs.

By Mr. SMALL: A bill (H. R. 25732) granting a pension to Clayton W. Jones; to the Committee on Pensions.

By Mr. TAYLOR of Ohio: A bill (H. R. 25733) granting an increase of pension to Lemuel Lewis; to the Committee on Invalid Pensions.

Also, a bill (H. R. 25734) granting a pension to William Feaster; to the Committee on Invalid Pensions.

By Mr. RUCKER of Colorado: A bill (H. R. 25736) granting an increase of pension to Mary E. Bullard; to the Committee on Invalid Pensions.

Also, a bill (H. R. 25737) granting a pension to John H. Tague; to the Committee on Pensions.

PETITIONS, ETC.

Under clause 1 of Rule XXII, petitions and papers were laid on the Clerk's desk and referred as follows:

By Mr. ANTHONY: Petition of A. H. Speer and others, of Horton, favoring passage of the Kenyon-Sheppard interstate liquor bill; to the Committee on the Judiciary.

By Mr. ASHBROOK: Petition of Joseph Fried and 10 others, of Canal Dover, Ohio, against the passage of the parcel-post bill; to the Committee on the Post Office and Post Roads.

By Mr. CALDER: Petition of the Daughters of Liberty of Brooklyn, N. Y., favoring passage of House bill 22527, for restriction of immigration; to the Committee on Immigration and Naturalization.

Also, petition of the Association of American Advertisers, New York, N. Y., protesting against the passage of the Richardson bill (H. R. 14060); to the Committee on Interstate and Foreign Commerce.

By Mr. DYER: Papers to accompany bill for pension for Mrs. Catharine Hudson, of St. Louis, Mo., widow of the late John J. Hudson, who had served in the Marine Corps of the United States Navy; to the Committee on Pensions.

Also, memorial of the Workingmen's Sick and Death Benefit Association of America, Branch No. 71, of St. Louis, Mo., against passage of bills restricting immigration; to the Committee on Immigration and Naturalization.

Also, petition of Slate and Tile Roofers Local No. 1, of the International Association of America, favoring passage of the Clayton injunction limitation bill (H. R. 23635); to the Committee on the Judiciary.

Also, petition of the Brotherhood of Locomotive Engineers, favoring passage of the workmen's compensation act, etc.; to the Committee on the Judiciary.

Also, memorial of the house of delegates of the city of St. Louis, Mo., favoring resolution introduced in the United States Senate asking forfeiture to the United States Government of the Merchants' Bridge across the Mississippi River at St. Louis; to the Committee on Interstate and Foreign Commerce.

By Mr. FULLER: Petition of the American Embassy Association, favoring passage of the Sulzer bill (H. R. 22589) for the construction of embassy, legation, and consular buildings, etc.; to the Committee on Foreign Affairs.

By Mr. GRIEST: Memorial of the Aero Club of Pennsylvania, favoring national regulation and control of the navigation of the air by all forms of air craft; to the Committee on Interstate and Foreign Commerce.

By Mr. GUERNSEY: Petition of the Yarmouth Board of Trade, Yarmouth, Me., favoring the passage of a parcel-post bill; to the Committee on the Post Office and Post Roads.

By Mr. MAGUIRE of Nebraska: Petition of citizens of first congressional district of the State of Nebraska, favoring passage of bill regulating express rates, etc.; to the Committee on Interstate and Foreign Commerce.

By Mr. MOORE of Pennsylvania: Memorial of the Aero Club of Pennsylvania, favoring regulating control of navigation of the air by all forms of air craft and the issuance of licenses by the Government to competent aviators; to the Committee on Interstate and Foreign Commerce.

By Mr. ROBINSON: Papers to accompany House bill 25431, granting an increase of pension to Henry E. Everts; to the Committee on Invalid Pensions.

By Mr. RODENBERG: Memorial of 74 workers of Collinsville, Ill., against passage of bills restricting immigration; to the Committee on Immigration and Naturalization.

By Mr. RUCKER of Colorado: Petition of the Knights of St. Cassimer's Society of Denver, Colo., protesting against the passage of House bill 22527 for restriction of immigration; to the Committee on Immigration and Naturalization.

By Mr. SABATH: Petition of Rowmanian Lodge, No. 117, and Star Lodge, No. 59, Chicago, Ill., protesting against the passage of House bill 22527 for restriction of immigration; to the Committee on Immigration and Naturalization.

By Mr. SLOAN: Memorial of citizens of Deshler, Nebr., favoring prohibiting of denominational garb in Indian schools; to the Committee on Indian Affairs.

By Mr. TILSON: Memorial of citizens of Bridgeport, Conn., against passage of the Burton-Littleton bill for celebrating 100 years of peace with England; to the Committee on Industrial Arts and Expositions.

Also, petition of the Hebrew Veterans of the War with Spain, protesting against the passage of House bill 22527 for restriction of immigration; to the Committee on Immigration and Naturalization.

SENATE.

FRIDAY, *July 12, 1912.*

(Continuation of legislative day of Saturday, July 6, 1912.)

At 10 o'clock a. m., on the expiration of the recess, the Senate reassembled.

Mr. SMOOT. Mr. President, I suggest the absence of a quorum.

The PRESIDENT pro tempore. The Senator from Utah suggests the absence of a quorum. The roll will be called.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Brown	Culberson	Gamble
Bacon	Bryan	Cullom	Gardner
Bailey	Burnham	Curtis	Gronna
Borah	Burton	Dillingham	Johnston, Ala.
Bourne	Clapp	Dixon	Jones
Bradley	Clarke, Ark.	Fletcher	Lea
Brandegee	Crane	Foster	Lorimer
Bristow	Crawford	Gallinger	McCumber
Martine, N. J.	Perkins	Smith, S. C.	Townsend
Myers	Pomerene	Smoot	Watson
Nelson	Rayner	Stephenson	Wetmore
Overman	Sanders	Sutherland	Works
Page	Simmons	Swanson	
Paynter	Smith, Md.	Thornton	

The PRESIDENT pro tempore. Fifty-four Senators have answered to their names. A quorum of the Senate is present.

SENATOR FROM ILLINOIS.

The Senate resumed the consideration of Senate resolution No. 315, submitted by Mr. LEA May 20, 1912, as follows:

Resolved, That corrupt methods and practices were employed in the election of WILLIAM LORIMER to the Senate of the United States from the State of Illinois, and that his election was therefore invalid.

Mr. LORIMER. Mr. President, at the close of my remarks yesterday I was discussing the attitude of the custodian of all the morals of the country, both public and private, he who would not have contributions from those who possess predatory wealth. The malefactors of great wealth could not contribute to any campaign for his benefit. But I find in an account in this morning's paper that the chairman of the committee in his campaign testified that $1,900,000 was contributed for his campaign in 1904. Of course, that came from the common people, of whom this man is the great champion. No malefactors contributed in that campaign, no trusts, no combinations of great wealth, only the common people, of whom he is the guardian.

In concluding his letter to Col. Roosevelt, President Taft said what I shall read. By the way, may I not state here that this letter was written on the 6th of January, 1911? The record in this case, I am informed, was delivered to the document room on the seventh day of that month, a day after the letter was written, which to my mind would be evidence that any information which the President may have received on this subject was from those who are supporting this prosecution. In concluding his letter to the Colonel he said:

I want to win. So do you.

Win what? Win a contest? What sort of a contest? In the open? A free field and a fair fight? Was the sword and shield handed to me, and was I then notified to defend myself, that a battle was on? Oh, no; there was no opportunity, no knowledge of what was coming, they were going to win, win, win. How? Sneak up like a thief in the dark, strike from behind with a club in the back of the head, and destroy with no opportunity to defend himself. And why, why all this? Why, for fear, said President Taft, that Senator BAILEY with his unbounded logic and his matchless eloquence might plead the dignity of the Senate of the United States.

Oh, Mr. President, was mortal ever more completely surrounded by conspirators and intrigue? The President of the United States, William H. Taft; Theodore Roosevelt, the ex-President of the United States; and the candidate of the Democratic Party for President of the United States, William Jennings Bryan, the trust press of this country, all combined and joining in the conspiracy to misstate the facts, because they could not have known them unless they read the record—*and not one of these men ever read it.* They joined with the trust press of this country to poison the mind of the citizenship of this Union in order that one man might be destroyed to satisfy the malice of the most corrupt set of newspaper owners known to the history of this country.

Mr. President, I do not claim that anything I have said on this subject is evidence of anything. It does not prove that my seat was not corruptly secured, but surely it shows that the men who are prosecuting this case are capable of conspiring to do anything against anybody they want to destroy, even to taking a life. It is because I know these things, and because when the attention of the Senate is called to them they are all beyond any question of doubt proven, not by my word, not by what I say, but in the documents, in the photographs, in the letters, in the affidavits that I have presented in this discussion, and with that I think I have said enough about those who are back of and aiding in this prosecution.

Now, we will come to the Helm committee. Who is the Helm committee? What is the Helm committee? Senators of the State of Illinois, think you? Oh, no. They were creatures of Gov. Deneen and the newspaper trust of Chicago. The Helm Committee. Were they senators, dignified gentlemen, men who had opinions of their own, who acted as their consciences dictated? Oh, no. The Helm committee was Herman Kohlsaat and the Record-Herald, representing Victor Lawson, the Tribune, Gov. Deneen, and John J. Healy. John J. Healy was one of the counsel representing your committee in this case. I do not want to be understood as criticizing the committee for employing Mr. Healy, because if there be a man in Illinois who knows aught about the politics of our State and could